



# ICS UMBRELLA HANDBOOK



# Index

Introduction	3
Status Of Documents	3
Definitions	3
Absence From Work Statement	4
Anti Bribery and Corruption	7
Equal Opportunities Policy	11
Health And Safety Policy	12
Computer, Internet and Email Acceptable Policy	16
Disciplinary Procedure	21
Grievance Procedure	28
Data Protection Policy	30
Privacy Policy	36
Maternity Policy	41
Adoption Policy	46
Paternity Policy	51
Shared Parental Leave Policy	56
Parental Leave Policy	62
Hybrid/Remote Working	65
Annual Leave Policy Holidays	65
Parental Bereavement Leave	67
Public Interest Disclosure	70
Modern Slavery	72

## Introduction

Welcome to ICS Umbrella Ltd (“ICS”). We are delighted that you have chosen to work with us.

## Status Of Documents

This handbook contains important information regarding the terms and conditions of your employment and ICS Umbrella’s supplementary policies, which together with your employment contract, any assignment schedule (when supplied) and amendments that may be issued from time to time, constitutes the basis of your employment. Please read these documents carefully, and if you have any questions do not hesitate to raise them with your contact within ICS Umbrella.

The policies in this handbook may be amended, modified, deleted, or otherwise changed by ICS Umbrella without prior notice and in accordance with the needs of the business. Such amendments will be notified in writing to all employees and available on the website and any such amendments take effect from the date of the notice.

In general, the terms and conditions contained in this handbook apply to all employees. Where there is a difference between the terms and conditions specified in your assignment summary or employment contract and this handbook, your own employment contract will apply.

This handbook supersedes and replaces all prior employee handbooks, policies and procedures. If an employee has any questions about any of the policies or procedures in this handbook, please consult your contact at ICS Umbrella.

For the avoidance of doubt, the policies contained in this handbook are non-contractual unless otherwise stated.

It is important to note that whilst you are required to follow ICS Umbrella’s policies, we respect that the time you are working is spent on Client sites and therefore it is important to follow client policies. Should you find that the Client does not have policies in place (for example health and safety), you have a duty to inform us of this.

## Definitions

**Assignment:** the period during which you are assigned to provide services to the Client;  
and

**Client:** the customer organisation to whom you are assigned to work.

**Group company:** ICS, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.

**ICS Umbrella contact:** the contact responsible for the specific Client based at your local branch/site.

## Absence From Work Statement

The purpose of this policy is to ensure that employees who are genuinely unwell are treated fairly and consistently.

The policy sets out procedures for reporting, absence, sickness absence and for the company's management of short-term and long-term absence. Any absences that are disability-related will be managed in accordance with relevant legislation and related codes of practice.

If you need time off for any reason, you should request this as far in advance as possible.

- You must notify the ICS Umbrella and the Client as soon as possible of your absence.

If you are absent from your assignment the following rules apply:

- You must notify ICS Umbrella and the Client prior to the commencement of your assignment on that day, or as soon as possible, to explain the reason for your absence as far as reasonably practicable, notice should be made by you and not by someone on your behalf, unless you are seriously incapacitated.
- In the event of a delay the details as to why you will be delayed.
- ICS Umbrella reserves the right to deduct an appropriate amount from your salary if it finds the explanation for your absence unsatisfactory.
- Repeated or prolonged absences of any kind may result in disciplinary action.

If you are absent from work due to sickness or injury the following rules apply:

- You, must notify ICS Umbrella and the Client by telephone to give details of your absence prior to the commencement of your assignment, or as soon as possible, on the first day of your absence. You must state the reason for absence and the date on which you expect to return. As far as reasonably practicable, notice should be made by you and not by someone on your behalf, unless you are seriously incapacitated.
- You must comply with the absence policy requirements of the Client and follow their absence reporting policy where one has been provided.



- A self-certification certificate must be completed by you and returned to ICS Umbrella on the day of your return to work to cover all periods of absence up to and including seven days.
- If your absence lasts more than seven calendar days, you must forward a medical certificate, completed by a medical practitioner, to ICS Umbrella and the Client in order to cover the absence.

If the absence is not covered by a medical certificate you should contact the company and or Client daily to update them regarding an anticipated return. You should provide the reason for your absence, an estimate of how long you expect to be off work, a telephone number by which you can be contacted.

It is essential that you keep the company and the Client updated on the reasons for your continued absence and its estimated duration.

Failure to supply the necessary certificates may result in non- payment of sick pay and the absence will be classed as unauthorised. Unauthorised absence will not be subject to pay.

You should contact ICS Umbrella and the end Client prior to the expiry of a medical certificate if you continue to be unwell. In addition, a further medical certificate should be submitted immediately on the expiry of a previous certificate.

Failure to contact the company or submit a medical certificate at this time may result in the interim absence being classed as unauthorised. The company may make reasonable contract with you during periods of medically certified absence.

### **Procedure for return to work**

You should contact the Client and ICS Umbrella as soon as you become aware of your intended return date. If this date changes, you should update the company immediately.

Breach of any of the absence reporting procedures detailed, including those relating to the notification of absence or provision of a medical certificate, may result in disciplinary action.

### **Statutory sick pay**

Provided you comply with the above-mentioned notification procedures and your earnings are high enough to trigger an entitlement to statutory sick pay (SSP) and you meet the qualifying conditions you will be paid SSP in accordance with current legislation and at the current rate.

A qualifying day for the purpose of SSP is a day falling within Monday to Sunday (inclusive). You will not qualify for SSP if you have received the maximum amount of SSP (28 weeks) or are receiving statutory maternity pay.

You do not qualify for SSP for any days when you are sick during periods of paid holiday.

Requests to substitute sick leave for booked holiday will not be granted.

A medical certificate must support any absence from work immediately preceding or subsequent to holiday.

When you are off sick, particularly for longer periods, you must remember to stay in touch with ICS Umbrella and the Client, keeping us informed about your sickness absence. The company may make reasonable contact with you during periods of medically certified absence.

### **Medical report**

It may be necessary for the company to obtain a medical report during the course of your employment in order to gather further information about your medical condition(s), its probable effect on your future attendance at work, your ability to do your job and whether there are any reasonable adjustments to be made, if appropriate.

Although you have the statutory right to withhold your consent to the company to approach your GP or consultant for a medical report, if you do choose to withhold your consent to our application, the company may need to assess your state of health and its impact on your continued employment without the benefit of professional medical advice.

We reserve the right to have you examined by a doctor of our choosing to report to us at our own expense. The company will be entitled to receive any report produced in connection with any such examination, and the company may discuss the contents of the report with the doctor in question. You will be informed of your legal rights in the event of such a request being made by the company.

### **Jury Service**

You are entitled to time off work for jury service. You should notify ICS Umbrella and the Client immediately on receipt of the jury summons, giving full details.

You will not normally be paid for this time off, and you are advised to claim the expenses to which you are entitled from the court. These will typically include compensation for loss of earnings.

The following policies are supplementary to your terms of employment with ICS Umbrella. For the avoidance of doubt, these policies are non-contractual unless otherwise stated.

# ANTI-BRIBERY AND CORRUPTION

## What this policy covers

It is ICS Umbrella's policy to conduct all of our business in an honest and ethical manner. ICS Umbrella will not tolerate any acts of bribery and corruption and is committed to acting professionally and ethically in all our business dealings and relationships, wherever we operate, and we are committed to implementing and enforcing effective systems to counter bribery.

The purpose of this policy is to ensure that employees are aware of their duties towards ICS Umbrella and to report and help to prevent any acts of bribery across the organisation. You must also follow any anti bribery and corruption policy's that are in place with the client you are working. If the client does not have a policy then you have a duty to report any concerns to ICS Umbrella as detailed within this policy.

This policy applies to all individuals working at all levels and grades, any references to "third parties", means any individual or organisation you come into contact with during the course of your work for ICS Umbrella , and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

## What is bribery?

Bribery is, in the conduct of the Organisation's business, the offering or accepting of any gift, loan, payment, reward or advantage for personal gain as an encouragement to do something which is dishonest, illegal or a breach of trust.

Bribery is a criminal offence. ICS Umbrella prohibits any form of bribery.

We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. We have a zero tolerance attitude towards corrupt activities of any kind, whether committed by ICS Umbrella employees or by third parties acting for or on behalf of ICS Umbrella.

It is also an offence in the UK for an employee or an associated person to bribe another person in the course of doing business intending either to obtain or retain business, or to obtain or retain an advantage in the conduct of business, for ICS Umbrella . ICS Umbrella can be liable for this offence where it has failed to prevent such bribery by associated persons. As well as an unlimited fine, it could suffer substantial reputational damage.

### Offences

It is a criminal offence to:

- offer a bribe
- accept a bribe
- bribe a foreign official
- as a commercial organisation, to fail to prevent a bribe.

An individual who is found to have committed an offence of bribery can be imprisoned for a term of up to ten years, and ICS Umbrella could face an unlimited fine for any bribery related offences committed by a person associated with us.

The implications for ICS Umbrella are very serious; for example, we could be excluded from tendering for public contracts and could suffer inevitable damage to our reputation. We therefore take our responsibilities in this regard very seriously.

All employees are required to comply with the procedures which the ICS Umbrella has put in place to prevent persons associated with us from committing acts of bribery and corruption.

All employees and associated persons are required to:

- comply with any anti-bribery and anti-corruption legislation that applies in any jurisdiction in any part of the world in which they might be expected to conduct business
- act honestly, responsibly and with integrity
- safeguard and uphold the ICS Umbrella's core values by operating in an ethical, professional and lawful manner at all times.

### Gifts, Hospitality, Promotional, and other Business Expenditure

The giving or receipt of gifts is not prohibited, if the following requirements are met:

- it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- it complies with local law;
- it is given in ICS Umbrella's name, not in your name;
- it does not include cash or a cash equivalent (such as gift certificates or vouchers);
- it is appropriate in the circumstances, for example, it is often customary for small gifts to be given at Christmas time;
- taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;
- it is given openly, not secretly; and

- gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior approval of a Senior Manager.

In all circumstances, the test to be applied is whether, the gift or hospitality is reasonable and justifiable.

It is not acceptable for you (or someone on your behalf) to:

- give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
- accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;
- accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by ICS Umbrella in return;
- threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
- engage in any activity that might lead to a breach of this policy.

#### Facilitation payments

We do not make, and will not accept, facilitation payments or "kickbacks" of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official.

If you are asked to make a payment on ICS Umbrella's behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with your ICS Umbrella and the Client if applicable.

Kickbacks are typically payments made in return for a business favour or advantage. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

#### Recording the receipt and giving of gifts

You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to review.

You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness.

You must ensure that you read, understand and comply with this policy.

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

#### Reporting a concern

You must notify ICS Umbrella as soon as possible if you believe or suspect that a conflict with this policy has occurred or may occur in the future. For example, if a third party, client or potential client offers you something to gain a business advantage with ICS Umbrella or indicates to you that a gift or payment is required to secure their business.

Any employee who breaches this policy will face disciplinary action, which could result in the employee's dismissal for gross misconduct.

You are encouraged to raise concerns about any issue or suspicion at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with ICS Umbrella and the client if applicable. Concerns should be reported by following the procedure set out in the ICS Umbrella's Whistle blowing Policy.

It is important that you notify the your ICS Umbrella and the Client if applicable as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity.

#### Confidential and safe reporting procedures

Employees who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy.

ICS Umbrella is committed to ensuring that no one suffers any detrimental treatment as a result of raising any concerns under this policy. If you believe that you have suffered any such treatment, you should inform ICS Umbrella immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

ICS Umbrella has a Our zero-tolerance approach to bribery and corruption this is applicable throughout the supply chain. to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

The Managing Director has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.



## Equal Opportunities Policy

ICS Umbrella operates a policy of providing equal opportunities in recruitment and recognises the benefits of a diverse workforce and having regard to the individual's aptitudes and abilities.

ICS Umbrella aims to ensure that no employee or job applicant is subject to unlawful discrimination, either directly or indirectly, on the grounds of gender, gender reassignment, race (including colour, nationality and ethnic origin), disability, sexual orientation, marital status, part-time status, age, religion or belief, political belief or affiliation or trade union membership

ICS Umbrella is committed to the promotion of equal opportunities and to ensure that the human resources, talent and skills of all employees are maximised. Our policy is to treat all employees with respect and dignity and to ensure that decisions are taken without reference to irrelevant or discriminatory criteria.

ICS Umbrella will take every possible step to ensure that decisions on recruitment, selection, conditions of work, pay and benefits, management and every other aspect of employment are justifiable and based solely on objective criteria.

There may be circumstances where ICS Umbrella has a legal duty to ensure that a job holder is of a specified gender or where health and safety requirements apply. In these instances, ICS Umbrella will follow the provisions in the legislation.

ICS Umbrella will ensure that the policy is communicated to all employees and made known to job applicants.

### Employment Practices

ICS Umbrella states its wholehearted support for the principles and practices of equal opportunities and recognises that it is the duty of all employees to accept their personal responsibility for fostering a fully integrated community at work by adhering to the principles of equal opportunity.

ICS Umbrella will actively promote equal opportunities throughout the organisation through the application of employment policies, which will ensure that individuals receive treatment that is fair and equitable and consistent with their relevant aptitudes, potential, skills and abilities. All Managers and supervisors will seek to ensure that all employees comply with these principles.

ICS Umbrella will ensure that individuals are recruited and selected, on objective criteria having regard to the relevant aptitudes, potential, skills and abilities. In particular no applicant will be

placed at a disadvantage by requirements or conditions which are not necessary to the performance of the job or which constitute indirect unfair discrimination.

Equal opportunities practice is developing constantly as social attitudes and legislation change. The company will review all policies and implement necessary changes where these could improve equality of opportunity.

### **Making the Policy Work**

Each employee has personal responsibility for the practical application of this policy and to ensure that ICS Umbrella achieves its equality objectives. The successful implementation of this policy depends on everyone treating each other with the respect and dignity they would rightly expect from others.

## **Health and Safety Policy**

### **Purpose**

ICS Umbrella health and safety policy is designed to promote and encourage the highest standards of health and safety at work in all of its operations. It is the duty of ICS Umbrella and ICS Umbrella undertakes to ensure, so far as reasonably practicable, the health, safety and welfare of its employees at work.

It is ICS Umbrella's policy to make sure that health and safety provision is made for the employees it supplies to Clients. To achieve this, it is necessary to obtain the full support from every employee of ICS Umbrella as well as all Clients.

### **ICS Umbrella undertakes to:**

- Request employees and Clients to co-operate with ICS Umbrella and with each other in order to promote safety and reduce hazards
- Request that Client's provide details of specialist skills or qualifications required to carry out any particular assignment together with relevant health and safety information
- Pass to employees all information provided by the Client on health and safety issues connected with the assignment
- Require employees to adhere to the Client's health & safety policies at all times whilst on assignment.

### **You have a duty to:**

- Comply with all safety instructions and directions issued by ICS Umbrella and the Client and take reasonable care for your own health and safety and the health and Safety of other people who may be affected by your actions.
- Assess risks to your own health and safety to which you are exposed at work
- Stop working immediately if you consider that your working environment is unsafe and immediately report the matter to the Client and ICS Umbrella
- Work in a safe manner taking all reasonable steps to safeguard your own safety and that of any persons who may be affected by your actions

- Report incidents that have or may lead to accident or injury to the Client's health and safety representative and to ICS Umbrella
- Co-operate in any investigation and report on all accidents or incidents that may cause or lead to injury.
- Report any shortcomings in the Client's arrangements for health and safety to ICS Umbrella.
- Co-operate with the Client on health and safety matters and ensure that you observe all health and safety instructions and regulations from the Client;
- Wear (and request if you consider it necessary) any protective clothing and use any safety equipment that has been provided in order to carry out any assignment;
- Request a copy of the Client's health and safety policy prior to starting any assignment and ensure that you read and understand such policy;
- Observe and comply with the Client's health and safety policy at all times.

If the Client's policies and procedures allow you to work at home you have a duty to ensure, in so far as is reasonably practicable, that you work in a safe manner and that you follow all health and safety instructions issued by the Client from time to time. If no Client policy is available, you must inform ICS Umbrella immediately

Any failure to comply with any aspect of ICS Umbrella's or the Client's health and safety procedures, rules or duties or any improper interference with any health and safety equipment will be regarded as misconduct and will be dealt with under ICS Umbrella's disciplinary procedure.

Serious breaches or blatant disregard of health and safety procedures will be regarded as gross misconduct for which the appropriate penalty is summary dismissal.

**Clients have a duty to:**

- Treat all of ICS Umbrella's employees as they would their own employees for all health and safety matters and ensure that there is a safe system of work at all times
- Provide ICS Umbrella with information on special qualifications or skills which each employee of ICS Umbrella will need and on special features of work insofar as they are likely to affect the health and safety of ICS Umbrella employees
- Co-operate and co-ordinate with ICS Umbrella employees on health and safety matters.
- Provide ICS Umbrella employees with information on health and safety risks and measures.
- Make available to ICS Umbrella employees safety equipment and protective clothing as necessary for the job to be undertaken and ensure its use.
- Tell ICS Umbrella's employees the name of their health and safety representative.
- Record any accidents or injuries in their accident record book and report to the health & safety executive where applicable
- Executive in accordance with current requirements.
- Assess health and safety risks and record the result of the assessment.

**First Aid/Accidents**

All accidents, no matter how small, must be reported to the Client's designated health and safety representative and to ICS Umbrella. All accidents and dangerous occurrences must be reported and recorded in the Client's accident book giving full details of the accident or incident and follow the Client's accident policy if one is available. If you have an accident, ensure that you receive first aid treatment immediately.

**Fire**

You must ensure that you are fully conversant with and comply with the fire and other emergency procedures and take part in all drills as organised/notified by ICS Umbrella and/or the Client. You must ensure that you do not render any fire escape or fire escape routes at the site unavailable for emergency use, not cause any obstruction at any time to any staircases, passages, walkways, entrances and exits or any other part of the site.

If you require further guidance, you should contact ICS Umbrella or the Client to whom you are assigned on any particular assignment.

At the commencement of each assignment, you should make sure that you know:

- How to raise the fire alarm.
- The fire evacuation procedure
- The location of fire extinguishers and how to use them.
- The whereabouts of all fire exits.
- The fire representative for your area of work

**Computers**

When using computers, you should sit directly facing the screen and keyboard. You should make sure that the screen is clean and that the focus, brightness, contrasts etc is adjusted to given the best picture quality. Your seating position is also important, and this means having your back supported and as near to vertical as possible. You will be required to adhere to any DSE requirements or assessments of the Client.

Any computer systems and software and their contents belong to the Client, and they are intended for business purposes only.

The Clients and or ICS Umbrella's computer systems and software and their contents belong to ICS Umbrella and or the Client and they are intended for business purposes only. Any personal use must be in line with the Clients policies and procedures, and you should not expect any right to privacy when using equipment provided by the Client and or ICS Umbrella.

ICS and the Client at its absolute discretion, may prohibit personal use of the Company's systems.

If your job involves a lot of input into your computer, you should attempt to break up intervals of computer use by alternating it with other tasks. If you work with a visual display unit, you are entitled to regular eye tests.

If you feel that you are having health problems associated with the use of your computer, you should in the first instance discuss with the Client. If problems persist, you will need to make contact with ICS Umbrella.

You will be required to comply with the Clients policy's relating to computers and there use at all times.

### **Eye Tests**

If you are a regular user of visual display units and require an eye test, then ICS Umbrella will reimburse up to £30.00 for the cost of an eye test.

ICS Umbrella will not pay for any costs related to the purchase of glasses unless they are specifically for DSE use. Where an ordinary prescription is suitable ICS Umbrella will not pay for any costs relating to the purchase of glasses.

ICS Umbrella will pay for standard lenses and frames up to £30.00 where a specific prescription is required for the distance the screen is viewed at.

If you feel that you are having health problems associated with the use of your computer you should in the first instance discuss with the Client. If problems persist, you will need to make contact with ICS Umbrella.

### **Electricity**

The main risks from electricity are electric shocks and fires.

The risk of electrical shocks and electrical fires can be reduced by:

- Not overloading sockets.
- Ensure you how to use the electrical equipment safely.
- Keeping electrical equipment well maintained and cable and flex in good repair.
- Not repairing or adjusting electrical appliances when they are switched on or connected to mains supply.
- Never touching light switches or electrical appliances with wet hands.
- The repair and maintenance of electrical appliances is a job for an expert.
- Making sure anyone working with electricity has sufficient skills, knowledge and experience to do so.

### **Changes to this policy**

Any change to this policy will be notified to you by way of notices placed on ICS' umbrella's website. It is your duty to familiarise yourself with the policy and implement any such changes

## Computer, Internet and Email Acceptable Policy

### Purpose

You have a duty to ensure that you request a copy of any policy which the Client has in place regarding computer usage, system security, copyright, cyber security, use of email and the internet and to comply with any such policy at all times. A failure to do so will result in disciplinary action.

In the event that the Client does not have such a policy in place the following policy will apply and you are required to comply with it.

### Access

The Client's computer equipment and systems (hardware and software) ("the equipment") are a vital part of their business and must only be accessed and operated specifically by those appointed and authorised to do so. Computer systems and software and their contents belong to ICS Umbrella and or the Client and they are intended for business purposes only.

All computer equipment must have installed latest anti-virus software. No device or equipment should be attached to the company's systems without prior approval of ICS Umbrella and or the Client. All information, documents and data created, saved or maintained on the equipment belonging to ICS Umbrella and or the Client system remains at all times the property of ICS Umbrella and or the Client.

Unauthorised use of the equipment (which means use by any person other than those specifically authorised), failure to comply with the policy, or in any way tampering with the equipment will be regarded as gross misconduct and will render the offender liable to dismissal and possible criminal prosecution under the computer misuse act 1990, even if no damage results. To safeguard the computer systems from viruses, you should take care when opening documents or communications from unknown origins.

Unauthorised bypass or any attempt to circumvent any security system is prohibited and is a dismissible offence. Where the Client has an email facility, you should use that email system for business purposes only. Business email addresses must not be used for personal reasons.

Emails should be written in accordance with the standards of any other form of written communication and the content and language used in the message must be consistent with best practice. Messages should be concise and directed to relevant individuals on a need-to-know basis. Abusive, obscene, discriminatory, harassing, derogatory or defamatory emails must never be sent to anyone. If you do so, you may be liable to disciplinary action up to and including dismissal.



It is your responsibility to check with the Client that accessing the internet or sending e-mail is allowed for reasonable personal use when using the Client provided access accounts or the equipment. If this is allowable by the Client this will inevitably lead to some personal communications being seen and you should not expect any right to privacy when using company equipment.

The Client's computer networks and the messages and information stored in or exchanged through them are the property of the Client. Abusive, obscene, discriminatory, harassing, derogatory or defamatory emails must never be sent to anyone. If you do so, you may be liable to disciplinary action up to and including dismissal.

You are expected to exercise good judgement and act in a professional manner whenever sending e-mails messages or accessing the internet or other external system. If you have any doubt or question concerning whether to use the internet or another external system, please ask the Client.

ICS Umbrella reserves the right to amend or replace this policy at its sole discretion and without prior notice.

### **Sanction**

Failure to comply with the policy may result in disciplinary action.

ICS Umbrella may take disciplinary action against any employee who makes excessive personal use of the equipment or internet or e-mail access, including dismissal for gross misconduct.

### **Access**

If you are authorised to access and operate the equipment, you must use the equipment only for the purpose of fulfilling your duties for the Client. In addition, you may be allowed to make reasonable personal use of the equipment. Any personal use must be fully authorised by the Client and only take place outside your normal hours of work and must not interfere with the carrying out and completion of your duties and tasks for the Client. You should not expect any right to privacy when using company equipment.

### **Using The Equipment**

Before using any files on writable disks (e.g., Cd's, USB's, floppy disks) or downloading from the internet or other source, they must be scanned for viruses and be using in accordance with the Clients instructions and or relevant policies. . Any item found infected must be immediately separated from any networking arrangement and steps taken to eliminate the virus or other infection. You must contact the end-user or Clients it department immediately if you receive a virus-warning message nor require any further it help or support.

## Prohibited Activities

In particular, when accessing or using the equipment you must not:

- Introduce or knowingly or recklessly transmit or distribute any bug, virus or other infection.
- Corrupt any data held within the equipment.
- Tamper with or damage or do any act or thing which may in any way affect the output or performance of the equipment.
- Use the equipment to send, receive, distribute or store any material that is (in the view of ICS Umbrella or the Client) offensive, abusive, indecent, obscene, sexually explicit, pornographic or menacing.
- Disclose to any other person any confidential information which may be stored on the equipment or disclose any password protections to or allow access to your computer by any other person.
- Use personal references when choosing a password.
- Use the equipment for playing games or any other purpose other than legitimate work of the Client (other than reasonable personal use of e-mail and internet access as set out above)
- Use any software/disks, etc. On the equipment other than those owned or leased by the Client which have been purchased new from recognised and reputable suppliers, backed by a confirmation that they are free from viruses or other infections and with a guarantee/indemnity in respect of such confirmation.
- Forget to switch your computer off at the end of the day or if you leave your seat for a prolonged period; and
- Enter into contracts etc. In breach of this policy.

## Scope

This policy applies to all electronic communications sent by employees of ICS, whether internally to other employees of ICS Umbrella, a Client or externally via the internet or any public networked or dial-in system. It also applies to all use of the internet made by employees.

Receipt or provision of information electronically by an employee in any form, whether through correspondence with an individual or through publicly accessible sources.

## Access

All use must comply with the terms of this policy and the computer equipment acceptable use policy. In addition to this you must comply with any policies set by the Client.

### **Prohibited Activities**

The following are prohibited when using access accounts provided by ICS Umbrella or a Client or when identifying yourself as associated with ICS Umbrella using an individually acquired access account:

- The uploading, downloading, transmission or possession of any material with illegal or unacceptable (in the view of ICS Umbrella or the Client) content or content of a pornographic or sexually explicit nature.
- Transmitting defamatory, obscene, offensive, racially or sexually harassing, indecent or abusive messages, or any messages that may be construed as such.
- “spamming”, or the sending of e-mail messages to multiple recipients.
- Sending or other participation in chain letters or the spreading of gossip.
- Use for personal gain.

### **Proprietary Information**

You must obey all intellectual property and copyright law. Any questions that you may have concerning compliance should be directed to ICS Umbrella.

Although material may be available for “free” on the internet, you do not have the legal right to copy it or download it to your computer. Merely accessing the material may be a breach of copyright.

You must ensure you are following the correct copyright guidelines. There are a variety of ways that we can copy information. These include, but are not limited to, the following:

- Photocopying or scanning from books, journals or magazines
- Copying and pasting or printing from electronic or online content
- Emailing copies of articles or extracts from publications
- Storing copies of articles or extracts on a company intranet
- Storing copies of articles or extracts on a local pc or a central server
- Accessing or sharing press cuttings online/storing to hard drive

If you need to send details of legislation, links, government codes of practice, press releases government forms etc. To a Client or employee, then you must firstly establish if there is an open license. For example, the government website has an open license therefore you are able to send information from this sources unless it states it is an exception.

ICS Umbrella requires that you acknowledge the source of information to ensure best practice, for example including the following in an email: contains public sector information licensed under the open government license v3.0. (the correct wording will be stated on the website in which you are obtaining/copying data from).

This therefore means that you cannot copy and paste text from books, websites, search engines etc., without first checking the license and permissions. Failure to adhere to this could result ICS Umbrella and or the Client receiving fines, and you may also be liable to disciplinary action.

Do not transmit proprietary or confidential or secret materials or information of ICS Umbrella or the Client over any public computer system (which includes via e-mail) unless it is properly encrypted and you have the authority to do so.

## Grievance and Disciplinary Procedures

ICS Umbrella can only act to prevent individuals from breaking ICS Umbrella's policy if it knows about the conduct. If you believe that you have experienced direct, indirect or unfair discrimination, harassment or victimisation you can raise the matter informally with your consultant or branch Manager you must also advise ICS Umbrella of any issues you raise informally.

If the matter is unable to be resolved informally you may raise the matter formally through ICS Umbrella's grievance procedure. All complaints will be dealt with seriously, properly and confidentially and every effort will be made to secure a satisfactory resolution.

Disciplinary action will be taken against any employee who is found to have committed an act in breach of this policy. Serious breaches of this policy will be treated as gross misconduct.

All allegations regarding potential breaches of this policy complaints will be treated in confidence and investigated thoroughly. If you may an allegation of discrimination, the company is committed to ensuring you are protected for victimization, harassment or less favourable treatment.

ICS Umbrella practices and policies relating to equal opportunities must be strictly adhered to by all employees. You must also adhere to any policies set by the Client. Discrimination, abuse, or failure to observe ICS Umbrella policy and practice will result in disciplinary action being taken, including summary dismissal in the most serious cases.

# Disciplinary Procedure

## Purpose

The aim of this disciplinary procedure is to help promote fairness in the treatment of employees in the workplace. It applies to all employees. It is designed to ensure all matters are dealt with promptly and fairly and constantly and encourage improvement in individual conduct and or performance. It applies to all employees and outlines the procedures ICS Umbrella should follow should there be a need to disciplinary actions and right to appeal.

ICS Umbrella is not obliged to follow it in all circumstances. The procedures may be amended from time to time.

This disciplinary procedure will normally be adopted where your conduct or performance is below the standard required by ICS Umbrella. Any disciplinary or dismissal action taken against you will usually only be taken after this procedure has been followed.

This procedure does not form part of your contract of employment. It may be varied by ICS Umbrella from time to time.

## General Points

This procedure may be implemented at any stage and ICS Umbrella reserves the right to miss out stages if your conduct warrants such action.

No disciplinary or dismissal action will be taken without prior investigation by ICS Umbrella or the end Client, where necessary. The person who carries out the investigation will not, insofar as possible, be the person who hears any disciplinary hearing. You have a responsibility to assist the ICS Umbrella and or the Client if required, to investigate the matters raised at disciplinary meetings and comply with the disciplinary procedures. Except in cases of gross misconduct or during your probationary period, you will not normally be dismissed for a first breach of discipline.

You have the right to be accompanied by a work colleague or trade union representative at any stage of the formal procedure:

- You will be given written details of the allegations or complaint against you.
- You will be given access to any relevant information and papers.
- You will be given the opportunity to state your case in response to claims against you.
- You can appeal against any disciplinary penalty imposed.
- Matters will be dealt with promptly by ICS Umbrella and the end Client and without unreasonable delay.

However, the time limits stated in this procedure are subject to change depending on the circumstances of each case. Where practicable different Managers will carry out investigation, disciplinary hearing and appeal stages of this procedure.

### **Informal procedure**

In the first instance your Manager and or Client contact or any other duly authorised member of the Client and or ICS Umbrella, who will then establish the facts surrounding the complaint. If the person conducting the investigation considers that it is not necessary to resort to the formal disciplinary and dismissal procedure and discuss the matter with you suggesting areas for improvement. The counselling discussion will, insofar as it is possible, be in private and you will be informed that no formal disciplinary or dismissal action will be taken.

Formal steps will be taken under this procedure if the matter is not resolved, or where the matter is repeated or more serious.

### **Formal procedure investigation**

Before any disciplinary action is taken against you, ICS Umbrella or the end Client will carry out an investigation, if necessary. The purpose of the investigation is to establish the facts relating to any disciplinary allegations against you before deciding whether to proceed with a disciplinary hearing.

The person carrying out the investigation may review any relevant documents or materials, interview you or take witness statements from witnesses.

Interviews during the investigatory stage are solely fact-finding and no decision will be taken on disciplinary action. Accordingly, you do not normally have the right to bring a companion to any investigatory interview.

If the person conducting the investigation considers that it is necessary to invoke the formal disciplinary and dismissal procedure, he/she will inform you. The following procedure will then apply.

### **Statement Of Grounds For Action**

Following any investigation, if ICS Umbrella or the end Client considers there are grounds for disciplinary action the operations director will set out in writing the allegations against you and the basis for those allegations which lead ICS Umbrella to contemplate dismissing or taking disciplinary action against you. The operations director will then send a copy of the statement to you, along with any relevant documents and witness statements, where necessary and invite you to attend a meeting to discuss the matter.

### **Meeting**

You will be given written notice of the date, time and place of the disciplinary meeting. You are entitled to be accompanied at the meeting by a companion (see below). You must take all reasonable steps to attend the meeting. Failure to attend the meeting without good reason may be treated as misconduct in itself. If you or your companion cannot attend at the time specified



you should inform ICS Umbrella and the end Client immediately and an alternative arrangement will be made.

The meeting must take place before action is taken, except where the action consists of suspension or in very unusual cases where no meeting is appropriate (for example where your behaviour is extremely violent or threatening). ICS Umbrella will explain the complaint against you and go through the evidence. The purpose of the meeting is to review the evidence and allow you to respond to any allegations made against you.

Relevant witnesses may be called to the hearing where, in the view of ICS Umbrella and the end Client, it is reasonable to do so. Reasonable advance notice is required where you intend to call any witnesses, and it will be a matter for ICS Umbrella and the end Client, acting reasonably, to decide:-

- If the witness is relevant; and
- How the evidence should be dealt with at the hearing

The meeting may be adjourned if ICS Umbrella or the end Client needs to carry out further investigations or to re-interview witnesses in light of any new points that have been raised at the meeting. You will be given a reasonable opportunity to consider any new information before the meeting is reconvened.

Normally within 1 week of the meeting, you will be informed in writing of the disciplinary decision and of any disciplinary sanction imposed. You have the right to appeal against the decision if you are not satisfied with it.

### **Appeal**

You will have the right of appeal in respect of any formal sanction or dismissal. Any appeal should be made to the operations director. Appeals will be conducted by a Manager with authority to uphold, amend or overturn the original decision. All appeals must be made in writing, stating the full grounds of appeal, within 1 week of the date on which you were informed of the decision. Failure to lodge the written notice within that time period will be regarded as acceptance of the disciplinary decision and/or sanction and no further right of appeal will be available.

An appeal meeting will normally take place within 2 weeks of receipt of the written notice of appeal or as soon as practicable thereafter. You must take all reasonable steps to attend the meeting. The appeal meeting need not take place before the dismissal or sanction takes effect. In cases of dismissal the appeal will be held as soon as possible.

If you raise any new matters in your grounds of appeal ICS Umbrella or the end Client may need to carry out further investigation prior to the appeal meeting. You will be given an opportunity to state your case and may be accompanied by a colleague or a trade union official, please refer to the right to accompanied section of this policy.

The Manager hearing the appeal will have the authority to overturn the original decision, revoke it, or impose any other disciplinary penalty that he/she feels appropriate in the circumstances.

Their decision is final and there is no further right of appeal. A written decision stating the outcome of the appeal will normally be sent to you within 5 working days of the meeting.

### **Sanctions**

The level of the disciplinary sanction, if any, will be determined by the severity of the offence. The company will normally select one of the following:

### **Warnings**

#### **Written Warning**

A first written warning will usually be given if:

- The conduct or performance issue is a serious one where there are no other active warnings on your disciplinary record; or
- There is a further act of misconduct or there is still a failure to improve conduct or performance.

The written warning is likely to include:

- Details of the complaint/infringement.
- The improvement required and the period allowed for improvement.
- What further disciplinary or dismissal action will be taken by ICS Umbrella should you not respond to the warning; and
- The right of appeal and the person to whom you should appeal.

A time limit will be placed on the warning and a copy of the warning will be kept in your personnel file.

#### **Final Written Warning**

A final written warning will usually be given if:

- There is no active written warning on file, but the conduct or performance issue is sufficiently serious to warrant a final written warning; or
- There is a further act of misconduct or there is still a failure to improve following the written warning.

The final written warning is likely to include:

- Details of the complaint/infringement.
- The improvement required and the period allowed for improvement.
- The fact that a failure to improve may lead to dismissal; and
- The right of appeal and the person to whom you should appeal. A time limit will be placed on the warning and a copy of the warning will be kept in your personnel file.

### **Dismissal**

You may be dismissed by ICS Umbrella or the end Client for breach of a final written warning or where ICS Umbrella or end Client considers that your conduct is sufficiently serious to warrant dismissal (in such instances your behaviour is likely to amount to gross misconduct).

If, following the meeting, management decides to dismiss you, then the decision to dismiss will be given to you in writing stating:

- The nature of the offence.
- The reason for the dismissal.
- The period of notice of dismissal (if any)
- When the dismissal will take effect; and
- The right of appeal and to whom the appeal should be made.

It should be remembered that ICS Umbrella is not obliged to impose any sanctions in a set order. Therefore, if ICS Umbrella considers that your offence merits a final written warning or dismissal, ICS Umbrella may impose that sanction without first having issued a written warning, etc.

### **Length Of Warnings**

A written warning will usually last for 1 year. After the active period it will be disregarded in deciding the result of future disciplinary proceedings. However, this is subject to the following:

- ICS Umbrella reserves the right to extend the length of the warning if the nature of the misconduct justifies it (in particular, if imposition of lesser penalty is an act of leniency or act of misconduct is the same or substantially similar to that of an earlier offence in which previous warning given); a time limit will be placed on the warning, after which it will be disregarded for disciplinary purposes but will remain on your personnel file
- ICS Umbrella reserves the right, prior to the expiry of a warning, to review your conduct and if it has not sufficiently improved to extend the active period of the warning.

### **Gross misconduct**

If ICS Umbrella considers that your behaviour is so serious as to amount to gross misconduct then you may be dismissed summarily without notice. In that instance, you will not receive any payment in lieu of notice.

The following types of behaviour are likely to constitute gross misconduct and will normally be dealt with by way of summary dismissal. This list is not exhaustive. Such behaviour includes:

- Assault, acts of violence or aggression theft, attempted theft dishonesty or fraud.
- Malicious damage to property.
- Sleeping during working hours

- Falsification of records, particulars of job application, time sheets, expenses claims, vehicle log sheets and/or relevant documents.
- Consumption of alcohol or drugs or other illegal substances or being
- Under the influence of alcohol, drugs or other illegal substances
- Involvement in activities likely to endanger employee safety.
- Misuse or unauthorised use of computer equipment.
- Working for or assisting a competitor or preparing to set up in competition.
- Deliberate and serious breaches of confidence in relation to ICS Umbrella or its Clients' affairs (subject to the public interest (disclosure) act 1998);
- Sexual or racial discrimination or harassment or some other form of discrimination or harassment.
- Serious or gross negligence insubordination, including insolence or failure to carry out instructions of ICS Umbrella or their Clients or disregard of duties or instruction;
- Breach of confidentiality, including the unauthorised disclosure of company information to the media or any other party
- Gambling, bribery or corruption
- Serious breach of health and safety policies and procedures
- Conviction of a criminal charge which, in the opinion of ICS UMBRELLA umbrella , makes you unsuitable to carry out your duties; and
- Serious breach of ICS's or their Clients' rules or any policy or procedure.
- Bullying

### **Suspension**

If appropriate, ICS Umbrella may decide to suspend you from your work pending further investigation or disciplinary action. The suspension will be for no longer than is necessary to properly investigate the allegations. During any period of suspension you will not be entitled to enter ICS Umbrella 's premises or their Clients' premises or contact any of ICS Uumbrella's Clients, Clients, suppliers, contractors or employees, unless you have been authorised to do so by the operations director.

Suspension is not a disciplinary sanction and does not imply that any decision has already been made about your case. You will continue to receive your full basic salary and benefits during the period of suspension. ICS Umbrella will endeavour to keep any suspension as brief as possible. However, should you fail to co-operate at any time with the investigatory process, for example by failing to attend any meeting without good reason, then the company reserves the right to treat this as unauthorised absence, and this may result in pay being withheld until you attend any rearranged meeting.

Should you become ill during any period of suspension, the suspension will be lifted, and you will revert to sickness absence, however, the terms of the suspension, except for pay, shall continue to apply.

### **Confidentiality**

All employees, including witnesses, must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter. You will normally be told the

names of any witnesses, whose evidence is relevant to disciplinary proceedings against you, unless ICS Umbrella believes that a witness's identity should remain confidential.

### **Right To Be Accompanied**

You have the right to be accompanied to any formal meetings under this procedure by a companion who is either:

- A work colleague; or
- A trade union official; or
- A lay official, not employed by the union. In this case, the union must certify in writing that the official has experience or training in acting as a worker's companion.
- With the exception of those under the age of 18, when a parent or guardian will be permitted, no other person will be permitted to attend.

Your companion has the right to address the meeting to put forward your case, to sum up the case, to confer with you during the meeting and to respond on your behalf to any comments expressed at the meeting. Your companion is not, however, allowed to answer questions on your behalf.

You must tell ICS Umbrella and the end Client who your companion is, in good time before the meeting. If your companion is an employee, they will be allowed reasonable time off without loss of pay to act as your companion.

If your companion cannot attend the meeting on the date set, then ICS Umbrella will postpone the meeting for up to 5 days.

### **Changes To This Procedure**

Any changes to this procedure will be notified to employees by way of email notification. It is your duty to familiarise yourself with and implement any such changes.

# Grievance Procedure

## **Purpose**

The object of the grievance procedure is to enable employees who feel they have a problem or complaint arising from their employment to have it dealt with quickly and fairly. All grievances raised under the procedure will be treated confidentially.

The procedure applies to all employees, irrespective of their length of service, hours worked or seniority. Anyone wishing to use the procedure can do so freely and without prejudice to his or her position within ICS Umbrella.

All employees should however be aware that malicious or reckless abuse of the grievance procedure to raise unfounded complaints or allegations will be viewed very seriously by ICS Umbrella and the Client

The grievance procedure does not form part of your contract of employment. It may be varied by ICS Umbrella from time to time. It is to be used as a guideline as to how grievances should be dealt with, but a different procedure may be followed by ICS Umbrella, if appropriate, in the circumstances.

You have a responsibility to raise any grievances promptly and reasonably, assist the ICS Umbrella and the Client, if required, in any investigation of the matters raised in your grievance, follow the grievance procedure and attend all meetings arranged under it.

You may raise grievances either informally or formally. If you raise a grievance informally first, you may still raise the grievance formally subsequently if it is not resolved to your satisfaction. ICS Umbrella aims to deal with all grievances promptly and impartially, and to make all reasonable efforts to achieve a satisfactory outcome

## **Informal procedure**

Grievances can generally be resolved quickly through informal discussions with your Manager, as that person in most cases will be best placed to deal with the complaint.

If the complaint is about your Manager or you feel unable to speak to your Manager, you should speak informally to a more senior Manager, who will discuss with you ways of dealing with the matter.

If attempts to resolve the matter informally do not work, it may be appropriate for you to raise a formal grievance under the following formal procedure.



### **Standard Procedure-Written Grievances Formal Procedure**

ICS Umbrella will make all reasonable efforts to deal with formal grievances in a fair and consistent manner. ICS Umbrella will make every effort to settle any grievance within the time limits detailed in this procedure, this may not be possible on some occasions.

You must set out the nature of the grievance, and the full particulars of it, in writing. The written grievance should be submitted to your contact at ICS Umbrella in the first instance. . If your grievance is against your contact at ICS Umbrella you should submit it to another Manager or a more senior member do you want of the company.

You may be asked to clarify matters relating to your grievance prior to a grievance meeting being held and ICS Umbrella may carry out an investigation, which may involve interviewing you and any appropriate witnesses.

### **Attending the grievance meeting**

You will be invited to attend a meeting to discuss the grievance, normally within five working days of ICS Umbrella receiving your grievance, or as soon as reasonably practicable thereafter. You must take all reasonable steps to attend this meeting. Prior to the meeting, you should ensure that you are fully prepared to present your grievance, share any supporting evidence and answer any questions relating to the incident/circumstances in question.

After the grievance meeting, an appropriate period of time may be taken to allow for any further investigation and/or the consideration of all the facts before a decision is reached. ICS Umbrella will then, normally, inform you in writing of its decision regarding the raised grievance without unreasonable delay. The letter will also explain your right to appeal against any decision taken.

### **Appeal**

If you are dissatisfied with a decision made regarding a grievance you have raised, you have the right of appeal. Whenever possible, the appeal will be dealt with by a different Manager to the person who dealt with the grievance.

Your appeal must be made in writing, stating the reasons for the appeal, to the individual identified in the decision letter. This should be submitted no later than the end of the fifth working day after you received written notification.

ICS Umbrella will arrange and hold an appeal meeting as quickly as possible, normally within five days. You will be entitled to attend the appeal meeting and will be given an opportunity to state your case. You must take all reasonable steps to attend this meeting. If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to inform them of this fact immediately. The meeting may then be delayed facilitating your attendance, if this is considered reasonable.

## Right to be accompanied

At all formal stages of this procedure, you are entitled to be accompanied by a work colleague or by a trade union official. With the exception of those under the age of 18, (when a parent or guardian will be permitted), no other person will be permitted to attend. Should you wish to be accompanied, you must notify ICS Umbrella of the name and position of your chosen companion as soon as possible.

Your companion has the right to address the meeting to put forward your grievance, to sum up, to confer with you during the meeting and to respond on your behalf to any comments expressed at the meeting. Your companion is not, however, allowed to answer questions on your behalf.

You must tell ICS Umbrella who your companion is, in good time before the meeting. If your companion is an employee, they will be allowed reasonable time off without loss of pay to act as your companion. If your companion cannot attend the meeting on the date set, then ICS Umbrella will postpone the meeting for up to 5 days.

## Data Protection Policy

### Purpose

ICS Umbrella is committed to being transparent about how it collects and uses the personal data of its workforce, and to meeting its data protection obligations. This policy sets out the organisation's commitment to data protection, and individual rights and obligations in relation to personal data.

This policy applies to the personal data of job applicants, employees, workers, apprentices and former employees, referred to as hr-related personal data. This policy does not apply to the personal data of Clients or other personal data processed for business purposes.

ICS Umbrella has an appointed GDPR representative, her role is to inform and advise the organisation on its data protection obligations. Questions about this policy, or requests for further information, should be directed to the GDPR representative at [privacy@icsuk.com](mailto:privacy@icsuk.com)

### Definitions

“**personal data**” is any information that relates to an individual who can be identified from that information alone or in combination with other identifiers the organisation possesses or can reasonably access. Processing is any use that is made of personal data, including collecting, storing, amending, disclosing or destroying it.

“**special categories of personal data**” means information about an individual’s racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation and biometric data.

“**criminal records data**” means information about an individual’s criminal convictions and offences, and information relating to criminal allegations and proceedings.

### **Data Protection Principles**

ICS Umbrella processes HR-related personal data in accordance with the following data protection principles:

- ICS Umbrella processes personal data lawfully, fairly and in a transparent manner.
- ICS Umbrella collects personal data only for specified, explicit and legitimate purposes.
- ICS Umbrella processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of processing.
- ICS Umbrella keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay.
- ICS Umbrella keeps personal data only for the period necessary for processing.
- ICS Umbrella adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.
- ICS Umbrella will not transfer personal data to another country without appropriate safeguards in place.

ICS Umbrella tells individuals the reasons for processing their personal data, how it uses such data and the legal basis for processing in its privacy notices. It will not process personal data of individuals for other reasons.

Where ICS Umbrella processes special categories of personal data or criminal records data to perform obligations or to exercise rights in employment law, this is done in accordance with a policy on special categories of data and criminal records data.

ICS Umbrella will update personal data promptly if an individual advises that his/her information has changed or is inaccurate.

Personal data gathered during the employment, worker relationship, or apprenticeship is held in the individual’s personnel file (in hard copy or electronic format, or both), and on ICS Umbrella computer systems. The periods for which the ICS Umbrella holds personal data are contained in its privacy notices.

ICS Umbrella keeps a record of its processing activities in respect of personal data in accordance with the requirements of the UK GDPR, which is the retained EU law version of the general data protection regulation ((EU) 2016/679) and the dpa (data protection act 2018).

### **Individual Rights**

As a data subject, individuals have a number of rights in relation to their personal data.

### Subject Access Requests

Individuals have the right to make a subject access request. If an individual makes a subject access request, ICS Umbrella will tell him/her:

- Whether or not his/her data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected from the individual.
- To whom his/her data is or may be disclosed, including to recipients located outside the UK and the safeguards that apply to such transfers.
- For how long his/her personal data is stored (or how that period is decided);
- His/her rights to rectification or erasure of data, or to restrict or object to processing.
- His/her right to complain to the information commissioner if he/she thinks the organisation has failed to comply with his/her data protection rights; and

Whether or not the organisation carries out automated decision-making and the logic involved in any such decision-making.

ICS Umbrella will also provide the individual with a copy of the personal data undergoing processing. This will normally be in electronic form if the individual has made a request electronically, unless he/she agrees otherwise.

To make a subject access request, the individual should send the request to [privacy@icsuk.com](mailto:privacy@icsuk.com). In some cases, ICS Umbrella may need to ask for proof of identification before the request can be processed. ICS Umbrella will inform the individual if it needs to verify his/her identity and the documents it requires of the individual's data, it will respond within thirty days of the date the request is received.

If a subject access request is manifestly unfounded or excessive, the organisation is not obliged to comply with it. Alternatively, the organisation can agree to respond but will charge a fee, which will be based on the administrative cost of responding to the request.

A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which the organisation has already responded. If an individual submits a request that is unfounded or excessive, the organisation will notify him/her that this is the case and whether or not it will respond to it.

## Other Rights

Individuals have a number of other rights in relation to their personal data. They can require ICS Umbrella to:

- Rectify inaccurate data.
- Stop processing or erase data that is no longer necessary for the purposes of processing.
- Stop processing or erase data if the individual's interests override the organisation's legitimate grounds for processing data (where the organisation relies on its legitimate interests as a reason for processing data)
- Stop processing or erase data if processing is unlawful.
- Stop processing data for a period if data is inaccurate or if there is a dispute about whether or not the individual's interests override the organisation's legitimate grounds for processing data.
- Stop processing your personal data where ICS Umbrella is relying on a legitimate interest and there is something about their particular situation which makes them want to object to processing on this ground.
- Object to the processing where ICS Umbrella is processing their personal data for direct marketing purposes.
- Restrict the processing of their personal data - this enables individuals to ask ICS Umbrella to suspend the processing of personal data, for example if individuals want ICS Umbrella to establish its accuracy or the reason for processing it
- Provide a copy of an agreement under which their personal data is transferred outside of the UK.
- Transfer their personal data to another party.

To ask ICS Umbrella to take any of these steps, the individual should send the request to [privacy@icsuk.com](mailto:privacy@icsuk.com)

In addition, individuals have rights to:

- Be notified of a personal data breach which is likely to result in high risk to their rights and freedoms.
- Make a complaint to the supervisory authority

## Data Security

ICS Umbrella takes the security of hr-related personal data seriously. We have internal policies and controls in place to protect personal data against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties.. basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

### **Impact Assessments**

Some of the processing that ICS Umbrella carries out may result in risks to privacy. Where processing would result in a high risk to individual's rights and freedoms, ICS Umbrella will carry out a data protection impact assessment to determine the necessity and proportionality of processing. This will include considering the purposes for which the activity is carried out, the risks for individuals and the measures that can be put in place to mitigate those risks, such as the privacy by design measures implemented by ICS Umbrella.

### **Data Breaches**

If ICS Umbrella discovers that there has been a breach of personal data that poses a risk to the rights and freedoms of individuals, it will report it to the information commissioner within 72 hours of discovery. ICS Umbrella will record all data breaches regardless of their effect.

If the breach is likely to result in a high risk to the rights and freedoms of individuals, it will tell affected individuals that there has been a breach and provide them with information about its likely consequences and the mitigation measures it has taken.

### **International Data Transfers**

In accordance with the UK General Data Protection Regulation (UK GDPR), ICS Umbrella will not transfer personal data to countries outside of the EEA, or International Organisations, without the appropriate safeguards in place.

To ensure that your personal data receives an adequate level of protection and is treated in a way that is consistent with UK laws on data protection it will be transferred in accordance with the following provisions as applicable:

- appropriate safeguards such as standard contractual clauses approved for use in the UK, an approved code of conduct or a certification mechanism will be deployed; or
- your explicit consent will be obtained in relation to the transfer once you have been informed of any potential risks; or
- the transfer will be necessary for one of the other reasons set out in the UK GDPR including the performance of a contract, reasons of public interest, to establish, exercise or defend legal claims or to protect the vital interests of the data subject where the data subject is physically or legally incapable of giving consent and, in some limited cases, for our legitimate interest.

If you require further information about these protective measures, you can contact our GDPR representative at [privacy@icsuk.com](mailto:privacy@icsuk.com)

## Individual Responsibilities

Individuals are responsible for helping ICS Umbrella keep their personal data up to date. Individuals should let the organisation know if data provided to the organisation changes, for example if an individual moves house or changes his/her bank details.

Individuals may have access to the personal data of other individuals and of our customers and Clients in the course of their employment, contract, volunteer period, internship or apprenticeship.

Where this is the case, the organisation relies on individuals to help meet its data protection obligations to staff and to customers and Clients.

Individuals who have access to personal data are required:

- To access only data that they have authority to access and only for authorised purposes.
- Not to disclose data except to individuals (whether inside or outside the organisation) who have appropriate authorisation.
- To keep data secure (for example by complying with rules on access to premises, computer access, including password protection, and secure file storage and destruction);
- Not to remove personal data, or devices containing or that can be used to access personal data, from the organisation's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device; and
- Not to store personal data on local drives or on personal devices that are used for work purposes.

Further details about ICS Umbrella's security procedures can be found in its data security policy. Failing to observe these requirements may amount to a disciplinary offence, which will be dealt with under the organisation's disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee or customer data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to dismissal without notice.

## Training

ICS Umbrella will provide training to all individuals about their data protection responsibilities as part of the induction process and at regular intervals thereafter.

Individuals whose roles require regular access to personal data, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive additional training to help them understand their duties and how to comply with them.

## Retention Of Information

ICS Umbrella shall not retain information relating to you longer than is necessary for the purpose(s) for which it is obtained. ICS Umbrella will not retain any information about you, which is out of date, or which is no longer required.

# Privacy Policy

## Purpose

This privacy policy describes how we collect and use personal data about you during the recruitment process, throughout and after your working relationship with us, in accordance with the UK GDPR, which is the retained EU law version of the general data protection regulation ((EU) 2016/679) and the DPA (data protection act 2018).

If you have any queries in relation to this privacy notice, please contact [privacy@icsuk.com](mailto:privacy@icsuk.com).

This notice does not form part of any contract of employment or other contract to provide services. We reserve the right to update this notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal data.

It is important that you read this notice so that you are aware of how and why we are using your information.

## Categories Of Data Subjects

ICS Umbrella collects and processes data from job applicants, current and former employees, workers and contractors.

## What Personal Data Does the Organisation Collect?

ICS Umbrella collects and processes a range of information about you. This includes but is not limited to the following:

- Your name, address and contact details, including email address and telephone number, date of birth and gender.
- The terms and conditions of your employment.
- Details of your qualifications, skills, experience, and employment history, including start and end dates, with previous employers and with the organisation.
- Information about your remuneration, including entitlement to benefits such as pensions or insurance cover.
- Details of your bank account and national insurance number.
- Information about your marital status, next of kin, dependants, and emergency contacts.
- Information about your nationality and entitlement to work in the UK;
- Details of your schedule (days of work and working hours) and attendance at work.
- Details of your work allocated and records of operational output.
- Details of periods of leave taken by you, including holiday, sickness absence, family leave and sabbaticals, and the reasons for the leave
- If driving a company vehicle fitted with a tracking device, information to help you improve your driving standard.
- Your photographs.



- CCTV footage and other information obtained through electronic means such as swipe card records.
- Details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence.
- Assessments of your performance, including appraisals, performance reviews and ratings, performance improvement plans and related correspondence; and
- Information about medical or health conditions, including whether you have a disability for which the organisation needs to make reasonable adjustments.

ICS Umbrella may collect this information in a variety of ways. For example, data might be collected through, application forms obtained from your passport or other identity documents such as your driving licence, birth, marriage or divorce certificate; from forms completed by you at the start of or during employment (such as benefit nomination forms); from correspondence with you; or through interviews, meetings or other assessments that took place as part of our recruitment process or have occurred since you commenced your employment.

In some cases, ICS Umbrella may collect personal data about you from third parties, such as references supplied by former employers, information from employment background check providers, information from credit reference agencies and information from criminal records checks permitted by law and tracker data from your company vehicle.

Data will be stored in a range of different places, including in your personnel file, in the organisation's management systems and in other IT systems (including the organisation's email system and its data server files).

#### **Why Does the Organisation Process Personal Data?**

ICS Umbrella needs to process data to enter into an employment contract with you and to meet its obligations under your employment contract. For example, it needs to process your data to provide you with an employment contract, to pay you in accordance with your employment contract and to administer benefit, pension, and insurance entitlements.

In some cases, ICS Umbrella needs to process data to ensure that it is complying with its legal obligations. For example, it is required to check an employee's entitlement to work in the UK, to deduct tax, to comply with health and safety laws and to enable employees to take periods of leave to which they are entitled.

In other cases, ICS Umbrella has a legitimate interest in processing personal data before, during and after the end of the employment relationship.

Processing employee data allows the organisation to:

- Run recruitment processes and make a decision about your recruitment.
- Check that you are legally entitled to work in the UK.
- Administer the contract we have entered into with you.
- Maintain accurate and up-to-date employment records and contact details (including details of who to contact in the event of an emergency), and records of employee contractual and statutory rights.
- Operate and keep a record of disciplinary and grievance processes, to ensure acceptable conduct within the workplace.
- Operate and keep a record of employee performance and related processes, to plan for career development, and for succession planning and workforce management purposes.
- Operate and keep a record of absence and absence management procedures, to allow effective workforce management and ensure that employees are receiving the pay or other benefits to which they are entitled.
- Obtain occupational health advice, to ensure that it complies with duties in relation to individuals with disabilities, meet its obligations under health and safety law, and ensure that employees are receiving the pay or other benefits to which they are entitled.
- Operate and keep a record of other types of leave (including maternity, paternity, adoption, parental and shared parental leave), to allow effective workforce management, to ensure that the organisation complies with duties in relation to leave entitlement, and to ensure that employees are receiving the pay or other benefits to which they are entitled.
- Ensure effective general hr and business administration.
- Provide references on request for current or former employees.
- Provide training.
- Prevent fraud.
- Comply with health and safety obligations.
- Respond to and defend against legal claims; and
- Maintain and promote equality in the workplace.

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal data for a specific purpose, you have the right to withdraw your consent for that specific processing at any time.

### **Sensitive Personal Data and How It Is Used**

Special categories of sensitive personal data require higher levels of protection. We need to have further justification for collecting, storing and using this type of information and, in general, we will not process particularly sensitive personal data about you unless it is necessary for performing or exercising obligations or rights in connection with employment.

We may process special categories of personal data in the following circumstances:

- With your explicit written consent.
- Where we need to carry out our legal obligations.
- Where it is needed in the public interest, such as for equal opportunities monitoring or in relation to our occupational pension scheme.
- Where it is needed to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards.
- Where we reasonably believe that you or another person are at risk of harm and the processing is necessary to protect you or them from physical, mental or emotional harm or to protect physical, mental or emotional well-being.
- We will use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits including statutory maternity pay, statutory sick pay and pensions and permanent health insurance. We need to process this information to exercise rights and perform obligations in connection with your employment.
- We will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to ensure meaningful equal opportunity monitoring and reporting.
- We will use trade union membership information to pay trade union premiums, register the status of a protected employee and to comply with employment law obligations.

Less commonly, we may process this type of information where it is needed in relation to legal proceedings or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

We will use your sensitive personal data in the following ways.

- Information relating to leaves of absence, which may include sickness absence or family related leaves - to comply with employment and other laws
- Information about your physical or mental health, or disability status - to ensure your health and safety in the workplace and to assess your fitness to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits.

**What If You Do Not Provide Personal Data?**

You have some obligations under your employment contract to provide ICS Umbrella with data. In particular, you are required to report absences from work and may be required to provide information about disciplinary or other matters under the implied duty of good faith. You may also have to provide ICS Umbrella with data in order to exercise your statutory rights, such as in relation to statutory leave entitlements. Failing to provide the data may mean that you are unable to exercise your statutory rights.

Certain information, such as contact details, your right to work in the uk and payment details, have to be provided to enable the organisation to enter a contract of employment with you. If you do not provide other information, this will hinder ICS Umbrella's ability to administer the rights and obligations arising as a result of the employment relationship efficiently.

**Your Duty to Inform Us of Changes**

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your working relationship with us or if you think any of the personal data we hold about you is inaccurate or incomplete, you should let us know as soon as possible.

**Automated Decision-Making**

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making, unless we have a lawful basis for doing so and we have notified you.

**Data Retention**

ICS Umbrella will only retain your personal data for as long as necessary to fulfil the purposes for which it was collected, including for the purposes of satisfying any legal, accounting, or reporting requirements.

## Maternity Policy

### Purpose

ICS Umbrella recognises the need to retain the skills and services of its employees and wishes to encourage them to return to work following the birth of their child/children.

This policy outlines your statutory rights and responsibilities when you are pregnant or give birth. It also outlines the arrangements and notification requirements before, during and after a period of maternity.

This policy does not form part of your contract of employment and ICS Umbrella may amend it at any time.

### Notification By You

You should inform your immediate Manager at the Client and ICS Umbrella of your pregnancy as soon as possible.

In order to be eligible, to the right to maternity leave and maternity pay, you must comply with certain notification requirements.

In particular, no later than the end of the 15th week before your expected week of childbirth (“EWC”), or as soon as reasonably practicable afterwards, you must notify ICS Umbrella of:

- The fact of your pregnancy
- The EWC; and
- The date on which you intend to begin your maternity leave (subject to the exceptions below). This must be no earlier than the 11th week before the EWC
- The expected week of childbirth, which must be confirmed by providing the medical certificate MAT B1

Your maternity leave will start automatically if you are absent from work for a pregnancy related illness during the four weeks before work expected week of childbirth.

### Notification By ICS Umbrella

Within 28 days of receiving notification from you of the date on which you will start your maternity leave, ICS Umbrella will write to you to inform you of the date when you are expected to return to work if you take your full entitlement to maternity leave (“expected return date”).

### Variation Of the Date of Commencement Of Maternity Leave

If you have notified ICS Umbrella of the date when you intend to start your maternity leave and you later want to change that date, you can do so provided you notify ICS Umbrella of the variation at least: 28 days before the date which you wish to vary; or 28 days before the new date whichever is earlier.

If it is not reasonably practicable for you to comply with either of these time limits, you must advise ICS Umbrella of the variation as soon as is reasonably practicable. Failure to comply with

the notification requirements detailed above will result in the loss of your right to maternity leave.

### **Ante-Natal Care**

You are entitled to reasonable paid time off during working hours to enable you to receive ante-natal care, regardless of your length of service.

ICS Umbrella requires you to give reasonable notice to the Client when making a request to take time off for scheduled antenatal appointments. Prior to time off being authorised, you may also be required to provide a copy of your appointment card and/or medical certificate confirming your pregnancy, except for your first appointment.

### **Salary**

You will be paid in respect of your attendance at the ante-natal appointment.

### **Health and safety**

ICS Umbrella has a general duty to take care of the health and safety of all employees. ICS Umbrella and/or the Client will ensure that a risk assessment is carried out to assess the workplace risks to women who are pregnant, have recently given birth or are breastfeeding a child.

ICS Umbrella will comply with any legislative requirement to suspend employees for health and safety reasons. However, ICS Umbrella is obliged to offer any suitable alternative work available, on terms and conditions not substantially less favourable to those on which the employee is then employed, to employees affected before deciding to suspend them. Further details can be found within your employment contract.

If you are suspended on such grounds you shall be entitled to full salary during such suspension unless you refuse the offer of suitable alternative employment in which case ICS Umbrella has the right to suspend you without pay.

### **Maternity Leave**

You are entitled, irrespective of length of service, to 52 weeks' maternity leave. Entitlement to leave is subject to compliance by you with the various notification requirements described above. Maternity leave is divided into:

Ordinary maternity leave of 26 weeks ("OML"); and  
Additional maternity leave of a further 26 weeks' leave beginning with the date on which OML ended ("AML").

### **Commencement Of Maternity Leave Periods**

Maternity leave will begin on whichever is the earliest of:

- The date you have notified as the intended start date; or
- Automatically if you're off work for a pregnancy-related illness in the 4 weeks before the week (Sunday to Saturday) that your baby is due.
- The day following the date of birth.

In the unfortunate event of a stillbirth after 24 weeks of pregnancy, your entitlement to maternity leave and pay will not be affected and you will still be able to take the time off, and receive pay to which you are eligible, as planned. Where an employee suffers a stillbirth after 24 weeks of pregnancy maternity leave will begin automatically.

If you experience a miscarriage before 24 weeks of pregnancy, it is anticipated that an employee may need some time off work in these circumstances and this will usually be taken as sick leave, during which the sickness absence policy will apply.

Please also see the parental bereavement leave policy. Parental bereavement leave cannot be taken at the same time as maternity or paternity leave.

### **Compulsory Maternity Leave**

When you give birth, you are legally compelled to take a minimum of two weeks' maternity leave immediately after giving birth. For health and safety reasons, new mothers who work in a factory have a longer minimum period of four weeks.

Preservation of terms and conditions ordinary maternity leave

You have the right to return to ICS Umbrella in the job in which you were employed before your absence (subject to any redundancy situation). However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the ICS Umbrella will endeavour to place you in a suitable assignment in accordance with your contract of employment.

### **Additional Maternity Leave**

You have the right to return to ICS Umbrella in the job in which you were employed before your absence (unless there is a redundancy situation) however whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment.

If it is not reasonably practicable for ICS Umbrella to permit you to return to that job, you will be offered another job which is both suitable for you and appropriate in the circumstances. The job will be on terms and conditions, including those relating to remuneration, which are no less favourable than those which would have applied had you not been absent at any time since the commencement of your maternity leave period.

### **Statutory Maternity Pay (SMP)**

Statutory maternity pay (SMP) is paid for up to 39 weeks. To qualify for SMP you must:

- Give the correct notice.
- Give proof you're pregnant.
- Have worked for your employer continuously for at least 26 weeks continuing into the 'qualifying week' - the 15th week before the expected week of childbirth.
- Have average weekly earnings in the 8 weeks up to and including the 15th week before the EWC ("the relevant period") at least equal to the lower earnings limit for national insurance contributions; and
- Are still pregnant or have given birth by the 11th week before the EWC.

SMP is calculated at the following rates:- 6 weeks at 90% of average weekly earnings;

The next 33 weeks at the current SMP or 90% of your average weekly earnings (whichever is lower)

It's paid in the same way as your wages (for example monthly or weekly). Tax and national insurance will be deducted.

It starts automatically if you're off work for a pregnancy-related illness in the 4 weeks before the week (Sunday to Saturday) that your baby is due. It will cease as soon as you return to work (except where you are simply "keeping in touch" as set out below).

In order to qualify for SMP you must give ICS Umbrella 28 days' notice of the date you expect your SMP to start and provide medical evidence of pregnancy in the form of the mat b1. This notice can be incorporated with the notices you are required to give in order to qualify for ordinary maternity leave and, if you are eligible, for additional maternity leave.

The statutory maternity pay period ("SMPP") will normally start at the beginning of OML on the notified date but may start earlier if OML is automatically triggered by childbirth at an earlier date or where the employee is absent from work for a pregnancy related reason after the beginning of the 4th week before the EWC.

If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the relevant period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. You shall be paid any difference by means of a lump sum.

### **Status Of Contract of Employment During OML**

ICS Umbrella will preserve all terms and conditions applicable to you other than remuneration during both OML and AML. In particular:

Benefits in kind shall continue; and

Annual leave entitlement under your contract shall continue to accrue.



**Holiday Entitlement**

During your period of absence on OML and AML you will continue to accrue your holiday entitlement (contractual or statutory) in the usual way. Where you do not return to work following OML or AML you will be paid for your accrued holiday.

**Keeping In Touch**

You can attend work for up to 10 “keeping in touch” days during your maternity leave. These days can be used to keep you abreast of developments within ICS Umbrella and the end Client, to attend training or to plan and facilitate your return to work. This will not affect your maternity pay and leave entitlements. Payments for any days worked will be at your standard rate.

Keeping in touch days are optional and there is no obligation on you to undertake any work during maternity leave, nor any obligation on ICS Umbrella/end Client to provide such work. You will not suffer any detriment if you turn down the opportunity to work on these days.

ICS Umbrella and the end Client is permitted to make reasonable contact with you from time to time during your maternity leave. ICS Umbrella may and or the end Client choose to contact you in order to plan for your return to work or to let you know about workplace developments.

**Returning To Work****Expected Return Date**

As detailed under the notification section above, ICS Umbrella shall inform you by letter of your expected return date. ICS Umbrella expects you to return on this date unless you inform ICS Umbrella otherwise. It is helpful to ICS Umbrella if you confirm during your maternity leave that you will be returning to work as expected.

**Returning Early**

If you wish to return to work earlier than the expected return date, you must give ICS Umbrella 8 week’s prior notice of the revised return date. In the event that you fail to give the required eight weeks’ notice of an earlier date of return, the company may postpone your return until the end of the eight weeks’ notice you should have given, or until the end of the maternity or adoption leave period, whichever is earlier.

**Termination/Resignation**

If you decide not to return to work following your maternity leave, you should give ICS Umbrella the required notice under your contract of employment.

**Detrimental Treatment**

You have the right not to be subjected to detrimental treatment on the grounds of pregnancy, childbirth or maternity. If you believe you are the victim of such treatment you should bring it to the attention of the operations director as soon as possible.

## Adoption Policy

### Purpose

This policy describes the rights of employees of ICS Umbrella to a number of adoption benefits. The benefits include adoption leave and adoption pay. Adoption leave and pay are not available in circumstances where a child is not newly matched for adoption, for example, when a step-parent is adopting a partner's child.

This policy does not form part of your contract of employment and ICS Umbrella may amend it at any time.

### Entitlement

Adoption leave is only available if you are adopting a child through a UK or overseas adoption agency. It is not available if there is no agency involved or if you are formally adopting a step-child or relative.

To qualify for adoption leave, you must:

- Be newly matched with a child for adoption by an approved adoption agency (this includes placement of a child with local authority foster parents who are prospective adopters under the fostering for adoption scheme)
- Have notified the agency that you agree that the child should be placed with you and have agreed the date of placement.
- Notify the company of when you want to take adoption leave no more than seven calendar days after being notified that you have been matched with a child.
- In the case of surrogacy adoption leave, be in receipt of, or in the process of applying for, a parental order.

You should also give ICS Umbrella the matching certificate from the approved adoption agency as evidence of your entitlement to adoption leave. Only one period of adoption leave will be available, irrespective of whether you have more than one child placed with you for adoption as part of the same arrangement.

Within 28 calendar days of you giving notice, ICS Umbrella will respond in writing to you, confirming the date when your adoption leave will end. This will normally be 52 weeks from the start of the adoption leave.

You may choose to start your adoption leave either from:

- The date of the child's placement; or
- A fixed date, which can be up to 14 calendar days before the expected date of the child's placement.

## **Adoption Leave**

Statutory adoption leave is 52 weeks. It's made up of:

- 26 weeks of ordinary adoption leave
- 26 weeks of additional adoption leave

Only 1 person in a couple can take adoption leave. The other partner could get paternity leave instead.

If you get adoption leave, you can also get paid time off work to attend 5 adoption appointments after you've been matched with a child.

Only one period of leave will be available irrespective of whether more than one child is placed for adoption as part of the same arrangement.

## **Commencement Of Adoption Leave**

### **Notification By ICS**

Within 28 days of receiving notification from you of the date on which you will start your adoption leave, ICS Umbrella will write to you to inform you of the date ICS Umbrella will expect you to return to work if you take your full entitlement to adoption leave ("expected return date"). If you vary the date when your adoption leave will start, ICS Umbrella will notify you of your expected return date within 28 days after the commencement of adoption leave.

Variation of the date of commencement of adoption leave

If you have notified ICS Umbrella of the date when you intend to start your adoption leave and you later want to change that date, you can do so provided you notify ICS Umbrella of the variation at least:-

- 28 days before the date on which the child is to be placed for adoption: or
- 28 days before the predetermined date previously specified by you as the date when your leave will commence.

### **Preservation Of Terms And Conditions On Return**

You are normally entitled to return to work in the same position as you held before commencing leave. Your terms and conditions of employment shall be the same as they would have been if you had not been absent. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment.

However, if you have taken any period of leave and it is not reasonably practicable for ICS Umbrella to allow you to return to the same position, ICS Umbrella may give you another suitable and appropriate job on terms and conditions that are not less favourable. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment.

### **Statutory Adoption Pay (“SAP”)**

Statutory adoption pay is paid for up to 39 weeks. The weekly amount is:

- 90% of your average weekly earnings for the first 6 weeks
- Current rate or 90% of your average weekly earnings (whichever is lower) for the next 33 weeks.

It's paid in the same way as your wages (for example monthly or weekly). Tax and national insurance will be deducted.

SAP will cease if you return to work or if the placement is disrupted (see below). To qualify for statutory adoption leave, you must:

- Be an employee.
- Give the correct notice.
- Give proof of the adoption or surrogacy - if your employer asks you for it

To get statutory adoption pay you must:

- Have been continuously employed by ICS Umbrella for at least 26 weeks by the week you were matched with a child.
- Give the correct notice.
- Give proof of the adoption or surrogacy.

The rules are slightly different if you're adopting from overseas or having a child through a surrogacy arrangement.

- Your average weekly earnings during the 8 weeks ending with the qualifying week are at least equal to the lower earnings limit for national insurance contributions (the relevant period); and
- You have provided ICS Umbrella with all relevant notifications detailed above.

SAP is paid at the same rate as the standard rate for statutory maternity pay or 90% of average weekly earnings, whichever is less.

### **Overseas Adoptions**

If you are adopting a child from overseas, you must have received official notification that the adoption has been approved by the central authority and give ICS Umbrella notice, in writing, at each of the three notification stages.

ICS Umbrella will require copies of official notification as evidence of the child arriving in the UK and to support your request to take adoption leave.

The procedures for overseas adoption are determined by the central authority and are thorough. In the first instance, you should discuss your intention to take adoption leave within 28 days of the date on which you received the official notification.

### **Surrogacy Arrangements**

To qualify for statutory adoption pay you must:

- Have been continuously employed by ICS Umbrella at least 26 weeks by the 15th week before the baby's due
- Intend to apply for a parental order.
- Expect the order to be granted (for example because you do not have any convictions involving children, and the birth mother or father agree to the arrangement).
- All the other conditions for qualifying for pay and leave are the same as for adoptive parents.

If you're genetically related to you can choose to get paternity leave and pay instead. You cannot get both.

If you're eligible for adoption pay and leave, you'll receive them from when the child comes to live with you.

### **Exceptions**

You do not qualify for statutory adoption leave or pay if you:

- Arrange a private adoption.
- Become a special guardian or kinship carer.
- Adopt a stepchild.
- Adopt a family member.

If you become eligible for a pay rise before the end of your adoption leave, you will be treated for SAP purposes as if the pay rise had applied throughout the relevant period. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify. You shall be paid any difference by means of a lump sum.

### **Status of contract of employment during OAL**

ICS Umbrella will preserve all terms and conditions applicable to you other than remuneration during OAL. Remuneration is salary or wages. In particular:

- Benefits in kind shall continue; and
- Annual leave entitlement under your contract shall continue to accrue.

### **Holiday entitlement**

During your period of absence on aal you will continue to accrue your holiday entitlement (contractual or statutory) in the usual way. Where you do not return to work following aal you will be paid for your accrued holiday.

### **Disrupted adoption**

Adoption leave is disrupted if it has started but:

- You are notified that the placement will not take place; or
- The child is returned to the adoption agency after placement; or
- The child dies after placement.
- In case of disruption your entitlement to adoption leaves and pay will continue for a further 8 weeks from the end of the week in which the disruption occurred, unless your entitlement to leave and/or pay would have ended earlier.

### **Keeping in touch**

You can attend work for up to 10 “keeping in touch” days during your adoption leave. These days can be used to keep you abreast of developments within ICS Umbrella and the end Client, to attend training or to plan and facilitate your return to work. This will not affect your adoption pay and leave entitlements. Payments for any days worked will be at your standard rate.

Keeping in touch days are optional and there is no obligation on you to undertake any work during adoption leave, nor any obligation on ICS Umbrella to provide such work. You will not suffer any detriment if you turn down the opportunity to work on these days.

ICS Umbrella is permitted to make reasonable contact with you from time to time during your adoption leave. ICS Umbrella may choose to contact you in order to plan for your return to work or to let you know about workplace developments.

### **Returning To Work**

#### **Expected Return Date**

As detailed under the notification section above, ICS Umbrella shall inform you by letter of your expected return date. ICS Umbrella expects you to return on this date unless you inform ICS Umbrella otherwise. It is helpful to ICS Umbrella if you confirm during your adoption leave that you will be returning to work as expected.

#### **Returning early**

If you wish to return to work earlier than the expected return date, you must give ICS Umbrella 8 weeks’ prior notice. If insufficient notice is given, ICS Umbrella may postpone your return by 8 weeks or to the end of the relevant adoption leave period, whichever is earlier.

#### **Termination/resignation**

If you decide not to return to work following your adoption leave, you should give ICS Umbrella the required notice under your contract of employment.

## Paternity Policy

### Purpose

This policy describes the rights of employees of ICS Umbrella to receive paternity leave and pay on either the birth or adoption of a child.

### Paternal Leave on The Birth of A Child

The rights to paternity leave and statutory paternity pay (SPP) allow an eligible employee to take paid leave to care for your baby or to support the mother of the baby following birth.

### Qualifying conditions

In order to be entitled to paternity leave you must: -

- Have been continuously employed by ICS Umbrella for a period of 26 weeks as at the 15th week before the expected week of childbirth (the "EWC").
- If the child is born before the 15th week before the EWC and if not for the birth occurring early, you would have been continuously employed for the necessary 26 weeks, then you will be deemed to have the necessary length of service to be entitled to paternity leave.
- Be the biological father of the child or the mother's husband or partner (male or female) or have, or expect to have, responsibility for the child's upbringing.

Be either: -

- The father of the child; or
- Married to or the partner of the child's mother, but not the child's father.

have or expect to have: -

- If you are the child's father, responsibility for the upbringing of the child; or
- If you are the mother's husband or partner but not the child's father, the main responsibility (apart from the mother's responsibility) for the upbringing of the child.
- Be taking the time off for the specific purpose of caring for the child and supporting the mother.

In addition, you must also comply with the notification requirements set out below.

### Premature babies

If the child is born before the 15th week before the EWC and, you would have been continuously employed for the necessary 26 weeks, then you will be deemed to have the necessary length of service to be entitled to paternity leave.

### **Notification requirements**

You must give ICS Umbrella written notice of your intention to take paternity leave. Your notice must specify: -

- The EWC
- The length of the period of leave that you have chosen to take; and
- The date on which you have chosen that your leave will begin.

You must give ICS Umbrella this notice no later than the 15th week before the EWC or, if that is not reasonably practicable, as soon as is reasonably practicable.

We will ask you to sign a declaration to the effect that the purpose of your absence from work will be to care for a child or to support the child's mother and that you satisfy the above conditions of entitlement.

A form called an sc3 form should be used by you for the purpose of providing ICS Umbrella with the above notice and declaration (this form can be obtained from the government website or from ICS Umbrella).

Once the child is born you must advise us, in writing, of the date on which the child was born as soon as reasonably practicable.

### **Duration of paternity leave**

You can choose to take your paternity leave as either:-

- One week's leave; or
- Two consecutive weeks' leave.

Once you have made that choice and have notified it to ICS Umbrella you cannot change your mind about the amount of leave you wish to take without the specific agreement of ICS Umbrella. Should you wish to change the amount of leave you wish to take you should submit a written request to do so to the payroll department as soon as possible.

### **Multiple births**

In the event that you are seeking paternity leave in respect of multiple births (for example, twins) you should note that the duration of the leave period set out above is the maximum amount of leave that can be taken. You are not entitled to separate paternity leave periods in respect of each child born at the same time.

### **Commencement of leave**

You can choose to begin your period of paternity leave on:-

- The date on which the child is born.
- A date falling such number of days after the date on which the child is born as you may specify in your notice (for example, you may specify that you wish to start your paternity leave 3 days after the birth of the child, whenever that occurs); or
- A predetermined date which is later than the first day of the EWC.



You must take your paternity leave within the period of 56 days after the child's date of birth. If the child is born earlier than the EWC, you must take your paternity leave within the period from the actual date of birth up to 56 days after the EWC.

### **Variation Of Start Date Of Paternity Leave**

Once you have given ICS Umbrella notice of the date on which you wish to start your paternity leave period, you may vary the start date provided: -

- You substitute a different predetermined date; and
- You give ICS Umbrella at least 28 days' notice of the variation.

If you have chosen to begin your period of leave on a particular predetermined date and the child is not born before that date, you must vary your choice of date and you must give ICS Umbrella notice of the variation as soon as is reasonably practicable. For the avoidance of doubt, you cannot begin your period of paternity leave before the child is born.

### **Paternity Leave on The Adoption Of A Child**

Upon the adoption of a child by a couple, one adopting parent may be entitled to take statutory adoption leave. If you are part of such a couple and your partner takes adoption leave, you may be entitled to take paternity leave in respect of the adoption if you meet the qualifying conditions.

### **Qualifying Conditions**

In order to be entitled to paternity leave you must: -

- Have been continuously employed by ICS Umbrella for a period of 26 weeks ending with the week in which the child's adopter is notified of having been matched with the child;
- Be married to or the partner of the child's adopter; and
- Have, or expect to have, the main responsibility (apart from the adopter's responsibility) for the upbringing of the child.

For these purposes, the child's "adopter" is the parent who has elected to take statutory adoption leave. In addition, you must also comply with the notification requirements set out below.

### **Notification Requirements**

You must give ICS Umbrella written notice of your intention to take paternity leave. Your notice must specify: -

- The date on which the adopter was notified of having been matched with the child;
- The date on which the child is expected to be placed with the adopter;
- The length of the period of leave that you have chosen to take; and
- The date on which you have chosen that your leave will begin.

You must give ICS Umbrella this notice no later than 7 days after the date on which the adopter is notified of having been matched with the child or, if that is not reasonably practicable, as soon as is reasonably practicable.

We will ask you to sign a declaration to the effect that the purpose of your absence from work will be to care for the child or to support the child's adopter and that you satisfy the above conditions of entitlement.

A form called an SC4 form should be used by you for the purpose of providing ICS Umbrella with the above notice and declaration (this form can be obtained from the payroll department).

### **Duration Of Paternity Leave (Adoption)**

You can choose to take your paternity leave as either: -

- One week's leave; or
- Two consecutive weeks' leave.

Once you have made that choice and have notified it to ICS Umbrella you cannot change your mind about the amount of leave you wish to take without the specific agreement of ICS Umbrella. Should you wish to change the amount of leave you wish to take you should submit a written request to do so to the payroll department as soon as possible.

### **Multiple adoptions**

In the event that you are seeking paternity leave in respect of more than one child adopted at the same time you should note that the duration of the leave period set out above is the maximum amount of leave that can be taken. You are not entitled to separate paternity leave periods in respect of each child adopted at the same time.

### **Commencement of leave**

You can choose to begin your period of paternity leave on: -

- The date on which the child is placed with the adopter.
- A date falling such number of days after the date on which the child is placed with the adopter as you may specify in your notice (for example, you may specify that you wish to start your paternity leave 3 days after the placement of the child, whenever that occurs); or
- A predetermined date which is later than the date on which the child is expected to be placed with the adopter.

You must take your paternity leave within the period of 56 days after the date on which the child is placed with the adopter.

### **Variation Of Start Date Of Paternity Leave (Adoption)**

Once you have given ICS Umbrella notice of the date on which you wish to start your paternity leave period, you may vary the start date provided:-

- You substitute a different date; and
- You give ICS Umbrella at least 28 days' notice of the variation or, if that is not reasonably practicable, as soon as is reasonably practicable.

If you have chosen to begin your period of leave on a particular predetermined date and the child is not placed with the adopter before that date, you must vary your choice of date and you must give ICS Umbrella notice of the variation as soon as is reasonably practicable. For the avoidance of doubt, you cannot begin your period of paternity leave before the child is placed with the adopter.

### **Preservation Of Terms And Conditions On Return**

You have the right to return to ICS Umbrella in the job in which you were employed before your absence with your seniority, pension rights and similar rights as they would have been had you not been absent. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment.

### **Status Of Contract Of Employment During Paternity Leave**

Whilst you are taking a period of paternity leave you are entitled to the benefit of all the terms and conditions of employment, other than remuneration, which would have applied had you not been absent from work. You are also bound by any obligations arising in terms of your contract of employment during the leave period. Only sums payable by way of wages or salary are to be treated as remuneration.

### **Statutory Paternity Pay (SPP)**

#### **Entitlement To SPP**

In order to qualify for SPP you must:

- Have been continuously employed by ICS Umbrella for at least 26 weeks ending with:
  - The 15th week before the EWC; or
  - The week in which the adopter is notified of having been matched with the child;
- Remain employed by ICS Umbrella up until the date of birth or the date of placement of the adopted child;
- Be earning an average of at least the lower earnings limit for national insurance purposes in the eight week period up to:
  - The 15th week before the EWC; or
  - The end of the week in which the adopter is notified of having been matched with the child; and
- Provide ICS Umbrella with a completed form sc3 (or form sc4 if adopting) at least 28 days before you want your SPP to start being paid. If you have already provided ICS Umbrella with an SC3 or SC4 form for the purpose of taking paternity leave, you need not complete a further form for the purposes of claiming SPP. Your
- First form will be treated as an application by you for SPP.

SPP is paid at the current statutory rate or 90% of your average weekly earnings, whichever is less, for the duration of your paternity leave period. It's paid in the same way as your wages (for example monthly or weekly). Tax and national insurance will be deducted.

### Multiple births or adoption

If you are claiming SPP in respect of more than one child born or adopted at the same time you note that you will not receive SPP in respect of each child. The rate of SPP outlined above applies irrespective of the number of children who are born or adopted at the one time.

## Shared Parental Leave Policy

### Purpose

This policy outlines the statutory right to shared parental leave (SPL) to care for a child born or placed for adoption. It also outlines notification requirements before a period of SPL and entitlement to pay during SPL.

SPL gives employees with caring responsibilities for babies or newly adopted children the opportunity to share up to 52 weeks. Parents taking SPL can take leave in separate blocks, returning to work in between blocks, and both parents can be on leave at the same time. Eligible employees are entitled to submit up to three 'period of leave' notices and are entitled to take SPL on those dates if a continuous period of leave is requested.

### Procedures

To be entitled to SPL you must:

- Be the mother, father or main adopter of the child, or the partner of the mother, father or main adopter (each of these will be referred to in this policy as a parent)
- Have at least 26 weeks continuous service at the 15th week before the expected week of birth or at the week in which the main adopter was notified of having been matched for adoption with the child (known as the 'relevant week')
- Still be in continuous employment until the week before any SPL is taken.

In addition, the other parent must have:

- Have at least 26 weeks employment (employed or self-employed) out of the 66 weeks prior to the relevant week
- Have average weekly earnings of at least £30 during at least 13 of the 66 weeks prior to the relevant week

If the other parent meets those conditions, but does not qualify for SPL, you may be entitled to the whole SPL period.

You must follow the statutory notification and information requirements detailed in this policy.

**Timing And Amount Of SPL**

SPL must be taken in weekly blocks and within a one-year period beginning with the date of the baby's birth of the child's placement for adoption.

The maximum of 52 weeks SPL will be reduced by the number of weeks maternity or adoption leave that has already been taken by the mother or main adopter (or the number of weeks statutory maternity/adoption pay or maternity allowance already taken if the mother or main adopter is not entitled to statutory maternity/adoption leave).

After the birth of a child it is compulsory for the mother to take two weeks maternity leave (four weeks for new mothers who work in a factory), so in the majority of cases working parents will have the opportunity to split 50 weeks of SPL.

SPL is in addition to the statutory right to two weeks paternity leave for fathers and partners. If you wish to take paternity leave you must do so before you take any SPL.

**Benefits During Shared Parental Leave**

During SPL, you are entitled to receive your normal contractual benefits, with the exception of your normal pay.

**Shared Parental Pay**

In addition to the requirements regarding entitlement to leave outlined above, if you wish to claim shared parental pay (SHPP) you must have average weekly earnings equal to or above the lower earnings limit over the eight week period ending with the relevant week.

A maximum of 39 weeks' SHPP is payable, and this will be reduced by the number of weeks' statutory maternity/adoption pay or maternity allowance already taken by the mother or main adopter. SHPP is a standard weekly rate (or 90% of your normal weekly earnings if this is lower) which is set by government each tax year.

You must follow the statutory notification and information requirements detailed below.

**Holiday Entitlement and Shared Parental Leave**

Annual holiday entitlement will continue to accrue during the whole of your SPL. You must discuss and agree with the company, in advance, when your accrued holiday entitlement can be taken.

Holiday entitlement cannot be taken simultaneously with SPL.

Accrued holiday can only be taken either before the beginning of the leave, after the end of the leave or in between blocks of leave. Authorisation must be obtained from the company in the normal way prior to your accrued holiday being taken.

### Contact During Shared Parental Leave

The company may make reasonable contact with you during your SPL. In addition, you may work for up to 20 days without bringing the SPL to an end but, work during SPL will not have the effect of extending your SPL period. These days are referred to as shared parental leave in touch (split) days. If you do work, you will be paid your normal rate of pay inclusive of any SHPP entitlement. You are under no obligation to work during SPL, and the company is under no obligation to offer work. The 20 split days available during SPL are in addition to the 10 “keeping in touch” days available during maternity and adoption leave.

Employees and Managers should where possible have an informal discussion prior to employees giving formal notification of intention to take SPL so that statutory entitlements to other types of leave and pay can be discussed, and to ensure that plans for any discontinuous periods of leave can be considered as early as possible.

### Notice of Entitlement and Intention to Take SPL And SHPP

You must notify the company in writing at least eight weeks before the start date of the first period of SPL. The written notice must contain the following information:

- Your name and the other parent’s name
- The start and end dates of the mother’s or main adopter’s maternity/adoption leave (or the start and end dates of the statutory maternity/adoption pay or maternity allowance period if the mother/main adopter is not entitled to statutory leave)
- The expected date of birth/placement and the actual date of birth/placement if the written notice is given after the birth/placement.
- The amount of SPL and SHPP available and an indication of how much each parent intends to take (this may be varied by a subsequent written notice signed by both parents)
- An indication of the start and end dates of the periods of SPL and SHPP that you intend to take. This indication is not binding and can be amended at a later date.
- A signed declaration that you meet the conditions for entitlement to SPL, that the information provided is accurate and that you will notify the company immediately if you cease to meet the conditions for entitlement.

A signed declaration from the other parent containing:

- Their name, address and national insurance number.
- Confirmation that they meet the employment and earnings conditions.
- Confirmation that, at the time of the birth, they will share the main responsibility for the care of the child.
- Their consent to the amount of leave the employee intends to take.
- Confirmation that they will immediately inform you if they cease to satisfy the employment and earnings conditions.

### **Notice Of Curtailment Of Statutory Maternity/Adoption Leave And Payments**

At the same time that a notice of entitlement and intention to take SPL is submitted, the mother/main adopter must give the company a leave and pay curtailment notice giving 8 weeks' notice of the date on which maternity/adoption leave and pay is to end (or the date on which maternity/adoption pay is to end if they are not entitled to maternity/adoption leave).

If the mother is only entitled to maternity allowance (and not maternity leave) her notice of curtailment must be submitted to jobcentre plus. Her maternity allowance cannot be reinstated, so she is in effect giving consent for her partner to take the whole of any SHPP entitlement.

A notice of curtailment is usually binding, but may be revoked in the following circumstances:

If it becomes apparent that neither parent is entitled to SPL or SHPP; or

If the curtailment notice was given before the birth and is revoked up to six weeks following the birth (in this case another curtailment notice can be submitted); or

If the other parent dies

### **Notice To Take A Specific Period Of SPL And SHPP**

The first period of SPL may be identified in the initial notice of entitlement and intention to take SPL. You are entitled to submit a maximum of three formal periods of leave notices.

Each period of leave notice must be given at least eight weeks before the start of a period of leave, stating the dates of the leave and the dates on which SHPP will be claimed, if applicable.

If the first period of leave notice is given prior to the birth of a child, the notice may express the start date in relation to the date of birth, for example 'starting two weeks after the baby is born for a period of four weeks'.

### **Confirmation Of SPL & SHPP**

If a continuous period of leave is requested in each period of leave notice, you will be entitled to take that period of leave, and this will be confirmed in writing.

If more than one period of leave is requested in a period of leave notice, the company will seek to accommodate the request but this cannot be guaranteed. Your Manager will discuss the request with you to determine if it can be accommodated. If it cannot be accommodated, there may be an alternative pattern of leave which can be agreed, or the request may be refused.

The company's decision will be confirmed in writing.

If no agreement is reached within 14 calendar days of the period of leave notice being submitted you can:

- Take the discontinuous periods of leave requested in one continuous block, beginning on the original start date: or
- Withdraw the request within 15 calendar days of the request being submitted. If the request is withdrawn in these circumstances, it will not count as one of your three requests: or
- Take the continuous block starting on a new date, as long as the new date is later than the original start date, and you notify the company of the new date within 19 calendar days.
- Varying a period of leave
- If you wish to vary your period of SPL, you are entitled to submit a request to:
- Vary the start date as long as the variation is requested at least eight weeks before the original start date and the new start date; or
- Vary or cancel the amount of leave requested at least eight weeks before the original start date; or
- Request that a single period of leave becomes a discontinuous period of leave, or vice versa.
- A variation will count as one of your three periods of leave notices unless:
- It is made as a result of the child being born earlier or later than the expected week of childbirth.
- The company has requested the variation.
- The company has agreed to accept more than three period of leave notices.

The usual eight week notice requirement may be modified if your child is born early and the new start date for the period of leave is the same length of time following the birth as in the original notice. In this case notice to vary the start date should be given as soon as reasonably practicable after the birth of the child.

### **Evidence requirements**

The company may request a copy of the child's birth certificate and the name and address of the other parent's employer.

In the case of adoption, the company may request the name and address of the other parent's employer, along with evidence confirming the following:

- The name and address of the adoption agency
- The date that the main adopter was notified of having been matched for adoption with the child.
- The date on which the adoption agency expects to place the child.

Any such request will be made by the company within 14 days of receiving your notice of entitlement and intention to take SPL and SHPP. You must respond to the request for evidence within 14 days (or within 14 days of the birth of the child if our request was made before the child was born).



If a birth certificate has not yet been issued, you must sign a declaration stating that fact along with the date and location of the child's birth. If the other parent has no employer, this must also be declared.

### **Returning From Shared Parental Leave**

If you wish to return early from SPL, or extend the period of your SPL, you must notify the company at least 8 weeks before both the original end date and the new end date.

If you return to work immediately after a period of SPL which (together with any statutory maternity/adoption leave you may have taken to care for the same child) was 26 weeks or less, you will return to work in the same job that you left. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment

If you return to work from a period of SPL which (together with any maternity/ adoption leave you may have taken to care for the same child) was more than 26 weeks, you will normally be entitled to return to the job in which you were employed before your absence. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment

If that is not reasonably practicable, you will be offered a similar role on no less favourable terms and conditions you will not lose the right to return to work if you do not follow the correct notification procedures. However, the company may take appropriate disciplinary action if you fail to return to work at the end of the SPL period.

In the event that you are unable to return to work at the end of the SPL due to ill health, the company's normal sickness absence rules, procedures and payments will apply.

# Parental Leave Policy

## Purpose

This policy describes the rights of employees of ICS Umbrella to take parental leave.

It also sets out how and when the leave can be taken, provides information on your contractual rights and your right to return to work following parental leave. If you meet the qualifying conditions set out below, you are entitled to take the relevant statutory parental leave for each child. ICS Umbrella will consider all requests for parental leave, however, you must be aware that parental leave can only be authorised to be taken at a time to suit the needs of the business.

To qualify for parental leave, you must have been employed by the company for a continuous period of one year or more.

You must also have responsibility for the child and you must be one of the following:

- The biological mother or father of the child.
- The child's adoptive parent (male or female).
- Have legal responsibility for the child, such as the child's legal guardian.

You must confirm that the requested leave is intended for the purpose of spending time with or caring for the child.

## Taking parental leave

If you meet the qualifying conditions, you are entitled to the following:

- A maximum of 18 weeks' unpaid parental leave for each of your children under the age of 18 years; the leave must be taken before the child's 18th birthday.

You should be aware that there is a maximum of four weeks' parental leave that can be taken in any one year. Parental leave can only be taken in blocks of one complete week or more, except in the case of children with a disability, when you may take parental leave one day at a time.

## Contractual benefits during parental leave

You are entitled to enjoy your normal terms and conditions of employment, with the exception of pay, while on parental leave.

## Procedure

If you meet the qualifying conditions detailed above, you are required to give ICS Umbrella a minimum of 21 calendar days' notice, in writing, of your request to take parental leave. The request must specify the start and end date of the intended leave and state that the purpose of the leave is to spend time with or to take care of the child.

You must confirm if you have previously taken parental leave, in relation to the same child, during any previous or other employment with another employer.

You are also required to provide evidence of your responsibility to the child. This evidence can be a birth certificate; adoption or matching certificate; court order or parental responsibility agreement.

If you intend to take a period of parental leave immediately after a period of paternity leave, you must give the company a minimum of 21 days' notice from the beginning of the expected week of childbirth or placement.

### **The Right To Postpone Parental Leave**

ICS Umbrella has the right to postpone your parental leave for up to six months if the timing of your absence will unduly disrupt the business. However, any parental leave requested to take place immediately after the birth of your child, or the date of placement, will not be postponed provided that you have given 21 calendar days' notice of your intention to take parental leave at this time.

## **Periods of Leave**

### **Minimum Periods of Leave**

Leave must be taken in blocks of 1 week or a multiple of that period except in a case where the child in respect of who leave is taken is entitled to a disability allowance.

### **Maximum Periods of Leave**

The maximum amount of leave that can be taken in any 1 year is 4 weeks. Calculation of one year period for the purposes of parental leave the period of 1 year commences on the date on which you first became entitled to take parental leave and in the case where your entitlement has been interrupted at the end of a period of continuous employment, on the date on which you most recently became entitled to take parental leave in respect of that child. Each successive period of 12 months will begin on the anniversary of that date.

### **Right To Return**

You have the right to return to ICS Umbrella in the job in which you were employed before your absence with your seniority, pension rights and similar rights as they would have been had you not been absent. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment

### **Return To Work After Parental Leave Immediately Following Maternity Leave**

Where you take parental leave immediately after additional maternity leave you are entitled to return from leave to the job in which you were employed before your absence unless

- It would not have been reasonably practicable for you to return to that job if you had returned at the end of your additional maternity leave period; and
- It is not reasonably practicable for ICS Umbrella to permit you to return to that job at the end of her period of parental leave.

In these circumstances you are entitled to return to another job which is both suitable for you and appropriate for you to do in the circumstances. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment

### **Obligations Of ICS Umbrella**

Parental leave is unpaid. This means during any period of parental leave, you will not receive your salary and other cash payments, which would normally be paid to you, while you are at work.

ICS Umbrella implied obligation of trust and confidence to you and any terms and conditions of your employment relating to:

- Notice of the termination of the employment contract by ICS;
- Compensation in the event of redundancy; and
- Disciplinary or grievance procedures; will continue to apply during the parental leave.

### **Obligations of the employee**

Your implied obligation of good faith to ICS Umbrella and any terms and conditions of your employment relating to:

- Notice of the termination of the employment contract by you.
- The disclosure of confidential information.
- The acceptance of gifts or other benefits; and your participation in any other business; will continue to apply during parental leave.

### **Preservation Of Terms and Conditions On Return Terms And Conditions**

Your right to return is to return on terms and conditions including those relating to remuneration, which are no less favourable than those which would have applied had you not been absent from work at any time since:

In the case of you returning from parental leave taken immediately after additional maternity leave, the commencement of the ordinary maternity leave period which preceded your additional maternity leave and parental leave. In the case of you returning from parental leave (other than parental leave taken immediately after additional maternity leave) the commencement of the period of parental leave.

Your seniority and similar rights on your return to work are as they would have been if the period of your employment prior to parental leave (and additional maternity leave) were continued with your employment following your return to work.

**Holiday Entitlement**

You will continue to accrue statutory holiday under the working time regulations 1998 during parental leave. No additional contractual holiday will accrue.

**Hybrid/Remote Working**

Hybrid working (home or remote working) simply means that employees conduct their job from home or a designated location with the same contractual obligations, such as core working hours. Employees working remotely must be available and contactable during core working hours as they would be whilst working in the office/ on site. Hybrid/remote working does not accommodate childcare or other caring responsibilities.

If the End Client has adopted a hybrid working practice that allows for flexible working, at all times the needs of the assignment must come first. You must request a copy of the Clients Hybrid / Remote working policy and comply with the requirements of this at all times. Breach of these rules may result in disciplinary action, up to and including the termination of your employment without notice for gross misconduct.

**Annual Leave Policy Holidays****Holiday Year/Entitlement**

ICS Umbrella's holiday year is a rolling period of 12 months commencing on the date of your first assignment with ICS Umbrella. Your holiday entitlement will be calculated based upon 28 days per year for a full-time employee for the avoidance of doubt, your holiday entitlement incorporates your full statutory paid leave entitlement and any holidays you take (including any paid bank or public holiday) will be deemed first to be statutory paid leave and then, only when this is exhausted, to be any additional contractual paid leave.

You will be given the option to have your holiday paid to you in advance or accrued and either way you choose to have this paid, payment for holiday will be calculated in accordance with the applicable legislation in force at the time you take your holiday. Holiday pay legislation can be found on the government website.

Annual holiday entitlement for part-time employees accrues on a pro-rata basis.

**Illness**

If you are ill on holiday, you will nevertheless be considered to be on holiday leave and not on sick leave. Sickness absence may not be replaced by holiday entitlement, which must be pre-booked in accordance with company procedures.

**Notice/Authorisation**

All periods of annual leave must be authorised in advance by ICS Umbrella and the Client. You must request holiday dates in good time but not less than 7 days in advance, and always before booking any holiday,

Where you have just started on a new assignment with a Client you must provide ICS Umbrella with at least 21 days' notice in advance of your intention to take leave. Wherever possible ICS Umbrella will agree your holiday dates, but we reserve the right to refuse days which we think will cause problems for ICS Umbrella or the Client. Holiday taken without prior authorisation will not be paid for and will be regarded as a disciplinary matter.

**Unused Holiday Entitlement**

Unused holiday entitlement may not be carried forward into a new holiday year and no payment will be made in respect of the holidays not taken. It is therefore in your interests to ensure that you take your full annual leave entitlement in each holiday year.

**Holidays On Termination**

In the event of your leaving ICS Umbrella and you have not taken your full holiday entitlement you will be paid for your accrued holiday entitlement up to the date of termination.

If on termination you have taken more annual leave than you have accrued in that holiday year, ICS Umbrella reserves the right to require you to repay an amount equivalent to the number of days by which you have exceeded your entitlement. ICS Umbrella reserves the right to deduct this sum from

Any monies whether final salary or bonus, outstanding expenses etc. If this amount is in excess of such sums, we will seek to recover this money from you.

ICS Umbrella reserves the right to require that any outstanding holiday entitlement is taken during any period of notice whether given by you or ICS Umbrella.

**Misconduct**

ICS Umbrella reserves the right, should you be summarily dismissed for gross misconduct, to pay you no more than [£1 per day] in lieu of any accrued and untaken statutory holiday.

Holiday pay may be withdrawn in whole or in part should you fail to give proper notice of termination of your contract or should you leave before the said notice period expires. In such case your holiday pay will be reduced by the number of days' notice not worked, or to a payment of [£1 per day] in the case where you have not worked any period of notice. In any case where ICS Umbrella agrees to waive the need for you to work out your notice, this will not apply.

# Parental Bereavement Leave

## What This Policy Covers

This policy applies to employees. However, statutory parental bereavement pay may be available to both employees and workers.

This policy outlines your statutory right to parental bereavement leave and the qualifying conditions for statutory parental bereavement pay and the procedure that you need to follow when requesting parental bereavement leave. It also provides information relating to your contractual rights and your right to return to work following parental bereavement leave. The following sections provide only a general guide; further guidance and clarification must be sought from the payroll Manager.

## Your Entitlements and Responsibilities

You can take up to two weeks' parental bereavement leave in the 56 weeks following the death of a child aged under 18 of which you are a parent or partner of a parent. Leave may be taken as a single unit of two weeks, or as two units of one week each.

## Qualifying Conditions for Parental Bereavement Leave

In order to qualify for parental bereavement, leave you must:

- Be a "parent" of the child or be the partner of such a person. "parent" is defined widely and includes adoptive parents and kinship carers.
- Confirm the requested leave is parental bereavement leave.

If you are eligible you are entitled to take up to two weeks' paid parental bereavement leave.

Parental bereavement leave must be taken in units of either one whole week or two consecutive whole weeks. Leave may start on any day of the week, on or following the child's death, but must be completed within 56 weeks of the date of death of the child.

## Statutory Parental Bereavement Leave Pay

Statutory parental bereavement leave pay is paid at a statutory rate, or 90% of weekly earnings, whichever is the lower amount.

In order to qualify for statutory parental bereavement leave pay you must:

- Have worked continuously for ICS Umbrella Ltd for 26 weeks up to the end of the week prior to the child's death (the "relevant week")
- Have average weekly earnings equal to or above the lower earnings limit for
- National insurance purposes over the eight-week period leading up to the end of the relevant week.

### **Contractual Benefits During Your Parental Bereavement Leave**

You are entitled to enjoy your normal terms and conditions of employment, with the exception of pay, whilst on parental bereavement leave.

### **Right To Return To Work Following Parental Bereavement Leave**

You are normally entitled to return to the same job following your parental bereavement leave. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment

If your parental bereavement leave immediately follows a period of additional maternity leave, shared parental leave or parental leave of more than four consecutive weeks you are also entitled to return to your original job at the end of the parental bereavement leave. However, if this is not reasonably practicable, you will be offered a similar role on no less favourable terms and conditions. Whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment

### **Contact During Parental Bereavement Leave**

ICS Umbrella LTD may make reasonable contact with you during your parental bereavement leave.

### **Requesting Parental Bereavement Leave**

ICS Umbrella Ltd understands that, due to the nature of the circumstances giving rise to parental bereavement leave, it will not always be possible to give ICS Umbrella advance notice of any leave, but you should let ICS Umbrella know as soon practicable possible.

You must give ICS Umbrella Ltd notice of your intention to take parental bereavement leave, stating:

- The date of the child's death.
- The date on which the leave is to begin.
- Whether you intend to take one or two weeks' leave.

You do not have to do this in writing, but you will need to give ICS Umbrella Ltd sufficient information for us to understand that your time off falls under the parental bereavement leave provision.

If notice to take parental bereavement leave is being given within the first 56 days after your child's death, this should be given before your scheduled start time on the first day of Absence or, if this is not reasonably practicable, notice should be given as soon as reasonably practicable. If you wish to take parental bereavement leave later than 56 days after your child's death, you must give at least one week's notice.



**Taking Parental Bereavement Leave**

Leave may start on any day of the week on or following the child's death. Your leave must be completed within 56 weeks of the date of death of the child.

**Claiming Parental Bereavement Leave Pay**

Although you do not need to give notice in writing to request parental bereavement leave, if you wish to claim parental bereavement leave pay (subject to the qualifying conditions), you must provide ICS Umbrella Ltd with the following information in writing:

- The date of your child's death.
- A declaration that you meet the qualifying conditions (i.e. That you are the parent of the child).

**Returning To Work After Your Parental Bereavement Leave**

You are normally entitled to return to work following parental bereavement leave to the same position you held before commencing your leave. Your terms of employment will continue to be the same as they would have been had you not been on parental bereavement leave. However whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment. If your parental bereavement leave has been combined with a period of additional maternity leave or shared parental leave totalling more than 26 weeks or a period of parental leave of more than four consecutive weeks, and it is not reasonably practicable for you to return to the job you held before commencing leave, ICS Umbrella Ltd will offer you a suitable and appropriate alternative position.

However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment

**Breach of this Policy**

If you take a period of parental bereavement leave fraudulently, you may be subject to disciplinary action up to and including dismissal.

## PUBLIC INTEREST DISCLOSURE – ('WHISTLEBLOWING')

### What this policy covers

ICS Umbrella constantly strives to safeguard and act in the interest of the public and its employees. It is important to ICS Umbrella that any fraud, misconduct or wrongdoing, by employees or other agents, is reported and properly addressed.

This policy applies to all employees and all other agents of ICS Umbrella, who are encouraged to raise concerns in a responsible manner. ICS Umbrella prefers that a concern is raised and dealt with properly, rather than kept quiet.

### Your responsibilities

You are encouraged to bring to the attention of ICS Umbrella any practice or action of ICS Umbrella, its employees or other agents that you reasonably believe is against the public interest, in that the practice or action is:

- a criminal offence
- a failure to comply with any legal obligation
- a miscarriage of justice
- a danger to the health and safety of any individual
- that the environment is being, or is likely to be, damaged
- an attempt to conceal information on any of the above

Any individual raising legitimate concerns will not be subject to any detriment, either during or after employment. ICS Umbrella will also endeavour to ensure that the individual is protected from any intimidation or harassment by any other parties.

This policy should not be used for complaints relating to your own personal circumstances, such as the way you have been treated at work, which should be raised under ICS Umbrella's Grievance Procedure.

### Procedure

In the first instance, you should raise any concerns you have with your Line Manager and ICS Umbrella. If you believe your manager to be involved, or if, for any reason, you do not wish to approach your Line Manager, then you should raise it with a more senior manager within ICS Umbrella.

Any matter raised under this policy will be investigated promptly and confidentially. The outcome of the investigation, as well as any necessary remedial action to be taken, will be confirmed to you. If no action is to be taken, the reason for this will be explained to you. Allegations regarding potential breaches of this policy will be treated in confidence and investigated thoroughly. If you raise any concerns under this policy, ICS Umbrella is committed to ensuring that you are protected from victimisation, harassment or less favourable treatment. Any such incidents will be dealt with under ICS Umbrella's Disciplinary Procedures.

### Escalating your concern

If you are dissatisfied with this response, you should raise your concerns in writing directly to Operations Director.

If, after escalating your concerns, you believe that the appropriate remedial action has not been taken, you should then report the matter to the proper authority. These authorities include:

- HM Revenue & Customs
- the Financial Conduct Authority
- the Health and Safety Executive
- the Environment Agency or Scottish Environmental Protection Agency
- the Information Commissioner

This list is not intended to be exhaustive, and you must take care to ensure you contact the proper authority in relation to the particular concerns you have.

If you are unsure as to the appropriate authority, advice can be sought from Public Concern at Work which is an independent Whistleblowing Charity. Their contact details are at the end of this policy.

If you raise a false allegation and you are found to be culpable, or in any way involved in the wrongdoing, or if you raise a concern maliciously or in a manner not prescribed in this policy, then you may be subject to disciplinary action up to and including dismissal without notice for gross misconduct.

You should not disclose to a non-relevant third party any details of any concern raised in accordance with this policy, and you must not, in any circumstances, publicise your concerns in any way.

### Independent advice

Independent advice and support can be obtained from Public Concern at Work (Independent Whistleblowing Charity):

Contact Page	<a href="https://protect-advice.org.uk/contact-protect-advice-line/">https://protect-advice.org.uk/contact-protect-advice-line/</a>
Tel	Tel:020 3117 2520
Website	<a href="https://protect-advice.org.uk/">https://protect-advice.org.uk/</a>

## Modern Slavery

ICS Umbrella acknowledges its responsibilities in relation to tackling modern slavery and commits to complying with the provisions in the Modern Slavery Act 2015. Our Modern slavery statement can be found on our website [www.icsuk.com](http://www.icsuk.com)



[www.icsuk.com](http://www.icsuk.com) | 0800 195 3750

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